Date:

The Chairman
Myanmar Investment Commission
Republic of the Union of Myanmar

Undertaking for Corporate Social Responsibility

We refer to our proposal regarding the Corporate Social Responsibility (**"CSR"**) of VPower KC1 Limited (the **"Company"**). CSR is a crucial aspect of our business. It is about maintaining the necessary controls to minimize risks, while creating positive impacts for our stakeholders and our activities.

The Company pays the highest attention to corporate social responsibility, and multiple approaches will be employed for the best interests of both the community and the project. The CSR sector becomes one of the most important concepts in today business and also main concepts in becoming and competing with the other global organizations.

Therefore, we will contribute those commitments by allocating 2% of our net profit in support of CSR project and initiatives in Myanmar.

Very truly yours,

LO SIU YUEN
Director
On behalf of
VPOWER KC1 Limited

VPOWER KC1 LIMITED
#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95 (01) 9255 048
e-mail: info@vpower.com

Date:

The Chairman
Myanmar Investment Commission
Republic of the Union of Myanmar

Undertaking for Environmental and Social Impact Assessment

We understand that our project is required for Environmental and Social Impact Assessment (**"ESIA"**). However, it will take some time for us to complete and have the ESIA report as it is a long procedure. Thus, we have appointed ERM to conduct the ESIA report and works are currently underway.

Therefore, we, VPower KC1 Limited, hereby undertake that we will follow the regulations about ESIA and will submit to Myanmar Investment Commission the report once it is available.

Very truly yours,

LO SIU YUEN
Director
On behalf of
VPOWER KC1 Limited

VPOWER KC1 LIMITED
#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95 (01) 9255 048
e-mail: info@vpower.com

Date:

The Chairman
Myanmar Investment Commission
Republic of the Union of Myanmar

Undertaking for Gas Vendors of the Project

VPower KC1 will be importing the Liquified Natural Gas ("**LNG**") for the purpose of generating the power. Currently, we are in the stage of finalizing the vendors which we will be buying the LNG from overseas.

We understand that our project is required to provide the confirmed vendors for the project.

Therefore, we, VPower KC1 Limited, hereby undertake that we will inform the confirmed vendors to Myanmar Investment Commission once it is finalized.

Very truly yours,

LO SIU YUEN
Director
On behalf of
VPOWER KC1 Limited

VPOWER KC1 LIMITED
#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95 (01) 9255 048
e-mail: info@vpower.com

To

The Chairman
Myanmar Investment Commission
No. 1, Thitsar Road, Yankin Township,
Yangon, Myanmar

Date

Subject: Authorization Letter

It is hereby authorized the following person can submit and collect the relevant documents and perform the necessary arrangement on behalf of VPOWER KC1 Limited in relation to MIC application and approval.

No.	Name	NRC
1.	Saw Moody	12/MABANA(N) 109189
2.	Khin Thazin Min	12/MAYAKA(N) 148358
3.	Aung Thu Htoon	14/WAKHAMA(N) 138202
4.	Min Ko Aung	8/RASAKA(N) 158480
5.	Su Su Linn	12/KAMAYA(N) 053546
6.	Thandar Khaing	9/MATAYA(N) 161721

Authorized by,

LO SIU YUEN
Director
On behalf of
VPOWER KC1 Limited

VPOWER KC1 LIMITED
#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95 (01) 9255 048
e-mail: info@vpower.com

DN: PSO-PP05-006-01

Ver. 1.0

VPOWER GROUP PSO

Power Station Fire Safety Management

Version	Update	Publish Date	Abolish Date
1.0	2019.01.04		

Draw	Compiler	Approver	PSO Director
	Andy, Sam Anthony, Yura		

Catalogue

I. Overview

1.1 General Principles

To clarify and strengthen the VPOWER GROUP fire safety management of overseas power station, supplementing regular inspection of fire protection materials, clearing plant staff responsibilities, improving plant staff safety consciousness and the skill of resisting disaster, making every power station staff do well in facing fire and avoiding fire .

In line with the principle of "safety first, prevention first", so we make up these rules.

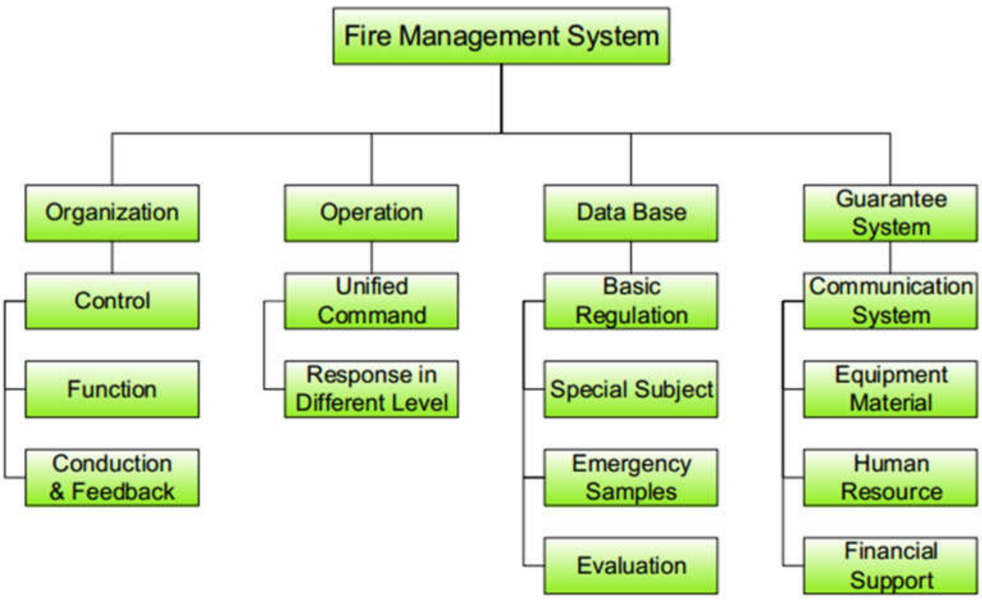
1.2 Rang of Application

These rules are applied to VPOWER GROUP power station, outside station and equipment area.

1.3 Staff Responsibility

According to the requirements of these rules, learning and being familiar with fire control knowledge, learning and familiar with the use of fire equipment, ensuring the security of the personal, power station equipment assets.

1.4 Fire Management System



PIC 1.4-1- Fire Management System

(1) Organization

PSO Control：It is mainly responsible for the fire management system establishment, safeguard fire protection equipment integrity, to coordinate the fire control system construction of each power station, including the system of documents, regular inspection, evaluation, safety training and drill for fire protection system.

Function Department: The safety departments of each plant are mainly responsible for the implementation of the systems assist management center to improve document content. Make sure that the power station personnel have good fire awareness, coping skills and survival techniques in case of fire. Make sure that the fire supplies are complete. Stay close contact local fire department to make the station fire construction comply with local standards.

(2) Operation

The operation mechanism follows the principle of unified command and hierarchical response, personnel allocation and accident response and reporting, ensuring clear responsibility and orderly execution.

(3) Document Base

The basic space database is divided into the basic rules and regulations, the special database of the power station, the emergency special case, and the fire ex post evaluation.

(4) Support System

To ensure the normal operation and implementation of the emergency fire control system, it is necessary for power station personnel to have good safety fire awareness, adequate fire protection equipment and ensure the good condition of fire equipment.

II. Power Station Fire Management Precaution

2.1 Fire Equipment Placement and Regular Inspection

Setting of power plant fire equipment should be complied with the provisions of the local fire department. genset, transformer, high voltage switch cabinet, oil storage area, control room and warehouse shall be equipped with fire control facilities, signs near by the place.

Protected area	Requirement	Fire Extinguisher	Specifications	Remark	Dangerous Level
Genset	1-2/Set	CO_2/Powder			Senior
Transformer	1-2/Set	CO_2/Powder			Senior
Surroundings	Protection 75m^2/A	CO_2/Powder		lawn is easily on fire	Senior
High voltage cabinet	2	CO_2/Powder			Senior
HV control panel	2	CO_2/Powder			Senior
LV control panel	2	CO_2/Powder			Senior
Control room	4 screens /1	CO_2/Powder		Control room area	Medium
Gas station	50L Foam	Foam			
Oil tank		CO_2/Powder/ Foam		main tank and day tank area	Senior
Warehouse	Protection 75m^2/A	CO_2/Powder	3A 5KG 2A 3KG	Warehouse area, the place of the dangerous material Outdoors/Plastic Film	Medium
Office	1	Powder			Low
Living area	1/floor	Powder			Low

Table 2.1-1- Regular inspection records list sample 1

Remark:

m²/A: Refers to the maximum protection area of fire extinguishing level in category A fire places.

The designated personnel in the station should check the fire extinguishers regularly every week and fill out form 1: Fire Extinguisher Weekly Inspection Form (PP05-006-A01), as PIC2.1-1 shown; and check the fire control system regularly every month, Fill in form 2 for fire hydrant, throat and fire pump, See figure 2.1-2:Fire Service Facilities Monthly Inspection Form (PP05-006-B01). If the problems such as expiration and loss are found, the quantity should be counted, and the person in charge of the report should be reported in time to deal with it as soon as possible. The head of the power station shall calculate the firefighting equipment and the number of firefighting equipment required, fill in form 3: Fire Equipment List (PP05-006-C01), shown in PIC2.1-3, update and report to PSO personnel.

PP05-006-A01
Ver. 1.0

滅火器周檢查表
Fire Extinguisher Weekly Inspection Form

電站編號:
Job Code: ______________ 電站名稱:
Power Station: ______________

滅火器編號 Fire Extinguisher	________ 年 ________ 月					
	檢查日期 Check Date	檢查日期 Check Date	檢查日期 Check Date	檢查日期 Check Date	檢查日期 Check Date	備註 Remark
備注: **Remarks**	1、電站滅火器需每周檢查並記錄; Check and record fire extinguishers weekly; 2、檢查情況填寫：正常：“√”；出現異常情況，則填寫對應情況編號; Checking Condition: draw a " √ " if normal; write down corresponding problem No. if abnormal; 3、存在情況包括：①壓力 ②有效期 ③銷扣 ④皮管 ⑤外觀。 Problem include: ① Pressure ②Validity Date ③ Release Pin ④ Hose ⑤ Appearance					

檢查負責人簽名:
Person in Charge of Inspection Confirm:

____

日期/Date: ____________________

電站負責人簽名:
Power Station Direct Responsible Confirm:

____

日期/Date: ____________________

PIC2.1-1 Fire Extinguisher Weekly Inspection Form

PP05-006-B01
Ver. 1.0

消防系統設施月檢查表
Fire Service Facilities Monthly Inspection Form

電站編號: Project Code **電站名稱: Power Station** **檢查日期: Checking Date**

檢查項目及內容/Inspection Items and Contents		檢查情況/Checking Condition
消防栓 Fire Hydrant	1、消防栓玻璃是否有破損/Hydrant glass is damage or not	
	2、水帶是否完好/Fire hose is intact or not	
	3、水槍是否完好/Hydraulic giant is intact or not	
	4、水閥是否完好/Release valve is intact or not	
	5、是否有水/With water or not	
	6、外觀是否生銹/Appearance is rusty or not	
喉管 Hose Real	1、喉管是否完好/Hose real is intact or not	
	2、喉管與消防栓接口是否緊固/ Interface between hose real and hyfrant is fanstened or not	
	3、喉管是否有腐蝕漏水現象/ Hose real is erosive or water leakage or not	
消防水泵 Fire Pump	1、消防水泵外觀是否完好/ Appearance is intact or not	
	2、消防水池與氣壓給水設備的水位與壓力是否正常/ Water stage and pressure of fire pool and pneumatic tank is normal or not	
	3、控制櫃閥門是否處於開啓或規定狀態/ Valve of control cabinet is open or in specified state	
	4、消防水泵是否可正常運轉，處於無故障狀態 Fire pump operates normally without malfunction or not	
存在問題 Problem		
備註 Remarks	1、電站消防系統需每月檢查並記錄/ Inspect power station fire service and record monthly 2、"檢查情況"欄填寫：正常："√" 异常："×" / Draw a √ (normal) or × (abnormal) in Checking Condition 3、"存在問題"必須填寫具體部位及內容/ Fill in detailed parts and contents in Problem	

檢查負責人簽名: Person in Charge of Inspection Confirm: ________________

電站負責人簽名: Power Station Direct Responsible Confirm: ________________

PIC2.1-2 Fire Service Facilities Monthly Inspection Form

Fire Equipment List
消防設備清單

PP05-006-C01
Ver. 1.0

電站編號:
Plant Code:
電站名稱:
Plant Name:
更新人:
Updater:
更新日期:
Date:

No.	Equip Items 消防設備專案	Current Stock 現場現有數量	Demand Stock 需補充數量	Spec/Model 規格/型號	Equip Status 設備狀況	Equip Expire Date 設備失效日期	購買方式 Purchase Pattern		Remark 備註
							Buy at local 當地採購	Buy by PSO PSO集中採購	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									

PIC2.1-3 Fire Equipment List

2.2 Contact with Local Fire Department

Power Station Direct Responsible should establish contact with the local fire department. Annually invite a representative of local fire officers to the plant to carry out fire safety knowledge training lectures, quarterly organizing site staff to hold a fire drill, fire control knowledge and the use of the site firefighting equipment. And various type of work must be familiar with their work within the scope of the fire source, power, water and other important position, familiar with the inflammable and explosive and dangerous goods storage and preservation measures, and regular screening fire hazards.



PIC2.2-1- The Local Fire Department Officers to Open Training Seminars on Site 1



PIC2.2-2- The Local Fire Department Officers to Open Training Seminars on Site 2

2.3 Employ HSE Clerk

Each plant should employ 1-2 HSE Clerk, responsible for fire safety management of the entire plant, firefighting equipment situation in the checkpoint (depending on the situation for maintenance and maintenance), fire safety skills training and examination on power station personnel, enhance fire control safety consciousness on site personnel, regularly organize security training lectures, hold a fire drill and recorded exercises effect on a regular basis. In case of fire, as the responsible person of fire control, responsible for guiding and organizing the fire fighting and relief work.

If temporarily unable to hire HSE Clerk, nominated 2-3 power plant employees (priority is the supervisor like the head of maintenance, operation or warehouse, etc.) as HSE Clerk, responsible for the above matters relating to fire, and priority to arrange them to accept professional training in the fire. In the event of a fire, as a fire responsibility, is in charge of guiding, organizing fire disaster relief work.



PIC2.3-1- Total station to carry out fire safety drill 1



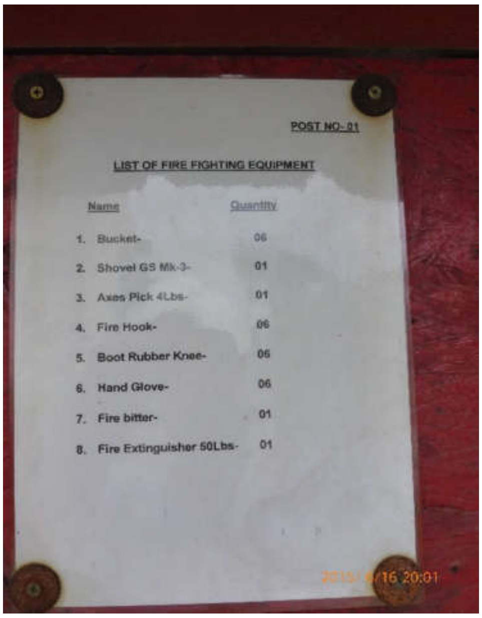
PIC2.3-2- Total station to carry out fire safety drill 2

2.4 Post Safety Signs and Important Information

At the scene of power plant control room, dormitory area, workplace, and security guards on duty area, visible fire warning sign posted, next to the sign posted local fire calls and alarm phone, fire alarm detailed address power plant, accessible phone number of power plant responsible or HSE Clerk, power stations fire control facilities and emergency supplies distribution plan of power station, safety route and other important information at the same time. It’s better to print on A4 paper and plastic for long term retention.



PIC2.4-1- Fire Safety Signs





PIC2.4-2- Local fire alarm telephone and alarm call.

2.5 Duty List in Fire Rescue

2.5.1 Duty List

Power station should make a duty list for fire rescue which appoint out personnel duty and shift duty to cut off high voltage switch、close inlet system/ intake system、enable fire equipment、move or isolate inflammable and explosive materials on site、alarm、notify and organize site to withdraw and so on .

1.5.2 Corresponding Responsibility of On-duty Security Guards

① In daily work, security need to inspect vehicle, visitors because inflammable and explosive material are not allowed to take into plants.

② In daily work, when patrol the site, security should observe and note to screen fire hazard in time and check the important position of power supply, water supply and fire.

③ In the event of fire, alarm at the first time, inform and order staff to safe place, then organize people and collect material timely to stand by in fire work.

1.5.3 Corresponding Responsibility of Staff on Duty

① In daily work, fire system must be strictly respected. Smoke, fire, inflammable and explosive materials are not allowed in power plant.

② After doing maintenance jobs of generation set and auxiliary equipment, staff have to clean up and inspect site, identify and eliminate fire hazards immediately. Staff on duty should pay attention to

oil in drain, ducts, pipe trench. Facing fire, inform staff in control room immediately, alarm and take measures according to fire situation.



PIC2.5.3-1- Power Station Safety Signs

2.6 No Smoking in Power Station

Forbidden to smoke in power station area. No smoking signs shall be posted significantly in important fireproof area such as engines area, lube oil store house and ware house.

2.7 Power Plant Welding and Gas Welding Operations

① Welding shell must be grounded. In order to prevent spark, grounding wire should be firmly connected to the object to be welded.

② Defective tools and equipment must not be used.

③ Wire is strictly forbidden to overlap on oxygen cylinder, acetylene cylinder, acetylene generators, gas, liquefied petroleum gas equipment and cable.

④ Pay attention to points below:

(1) Only electric welders and gas welders have the qualification to operate.

(2) Fire area must not do welding works without security measure and the permission of OM and safety department.

(3) Welding work is forbidden before knowing the situation around the welding place (if the place allow fire occurred and if Inflammable and explosive materials around).

(4) Cannot do welding work before knowing whether flammable and explosive materials inside or not.

(5) Container that stored flammable and explosive materials (lube oil drums, oil tank, gas tank and

so on) cannot be welded before exhaustive clean.

(6) Cannot do welding work at the place where used inflammable material (Plastic, cork, glass, steel, grain grass shell, bitumen and so on)as insulation, cooling layer before security measures

(7) Pipe and container that with pressure or closed cannot weld.

(8) Cannot weld before security measures or cleaning up flammable items near.

(9) Cannot weld in fire prohibition area without permission from fire department.

(10) Cannot weld while fire-prohibit work was doing around (such as paint).

III. Fire-fighting Equipment Configuration Instruction

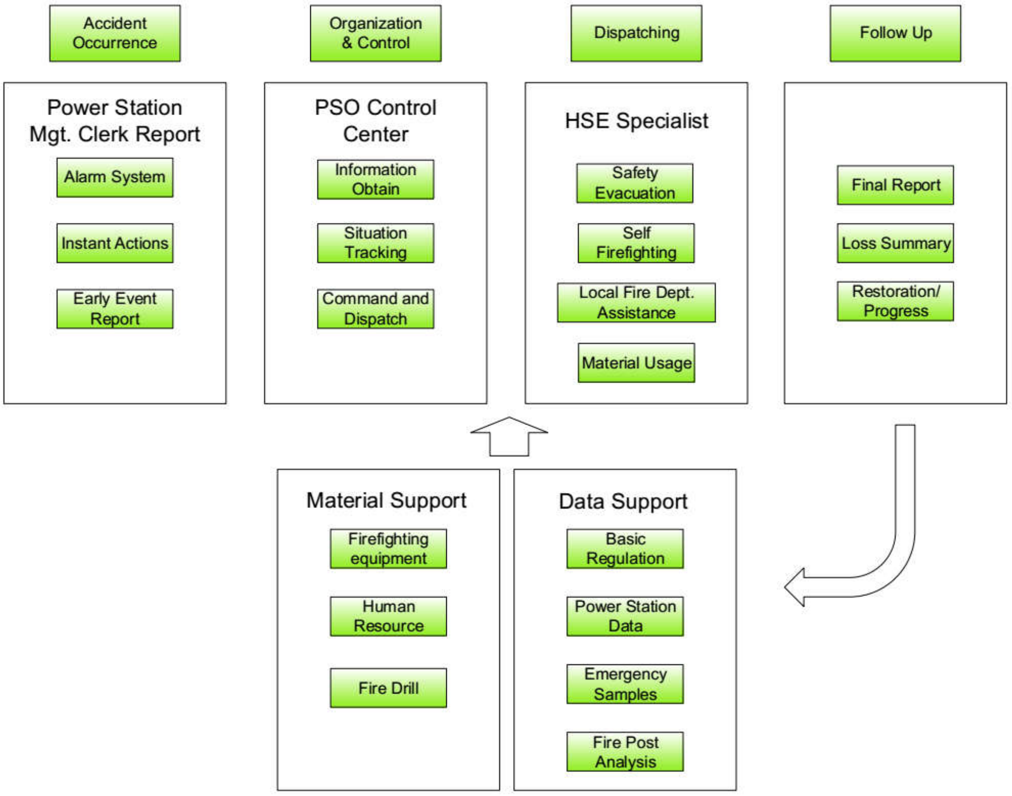
1. Debris and other equipment cannot place around firefighting equipment. Must keep sufficient sand and stay dry. Fire hydrants, fire pipeline, fire supplies pavilion, fire sand box, fire buckets and the handle of fire shovel and ax shall be paint into red.
2. Firefighting facility must not be used for other purpose. If it have to move, remove or broken, temporary anti fire measure must be done and get the permission from person in charge at first. Recover immediately after job done.
3. For Generators, 10M around transformers, dormitory, office buildings, and power distribution cabinet area must outfit firefighting facility, and the fire extinguishers shall be check and change regularly.
4. Add water pipe, sand buckets, carbon dioxide, foam and other fire-fighting equipment according needs.
5. Set alarm system in power plant in order to alarm all the people when fire broke out.
6. Hall, corridor, control room, engines placement area shall install emergency lamp.
7. Install lighting system separately in order to ensure lighting when cut off power supply in an emergency in power plant.

IV. Fire Respond System

1. Raised the alarm firstly when fire broke out. All staff evacuate to safe area then put out a fire under organized.
2. Safety officer or other person in charge on duty shall command according to the situation, and

cooperate to evacuate other staff, then supervise staff to put out fire, cut off power, close oil pump and enable the firefighting equipment.

3. Safety officer was responsible to communicate local fire department for reinforcement when the situation getting worse.
4. Security staff shall inspect passageway and make sure that no non-relative people enter power plant, make sure staff evacuate on by on and avoid property suffer lost by theft in mess.
5. According to disaster and power plant situation, safety officer can announce the state of emergency terminated and restore normal production.



PIC4.1-1- Fire Respond Procedure

V. Fire Drill System

1. Under the coordination of the safety commissioner, the power station director responsible invites local fireman and mechanical power engineer's representative to carry out fire safety training & lectures annually. Organize the all the staff to join in the compulsory quarter fir-drill and learn the fire knowledge and the use of firefighting equipment.
2. Safety commissioner or invited specialist introduce the method of application of the firefighting

equipment, range of application, the method of self-saved and other related knowledge.

3. Fire practice: safety specialist planning escape routes, mark fire source, power, water and other important position, the planning of inflammable and explosive dangerous goods put the position, regular use will expire or has expired within the station fire equipment such as fire extinguisher, as the material of the fire drill.
4. Safety commissioners report to the PSO representative in graphic way about the fire-drill. PSO representative review, sort out and archive the report.

VI. Acquaintance of Firefighting Equipment and Resource

6.1 Extinguisher

Types	Model	Range of Application
CO_2 Extinguisher	Portable 2KG 2A Portable 3KG 2A Portable 5KG 3A Trolley 23KG	(1)Suitable for class B fire (oil, liquid), such as kerosene, diesel, crude oil, methyl alcohol, ethyl alcohol, pitch, paraffin. (2)Suitable for class C fire (gas), such as coal gas, natural gas, methane, ethane, propane, hydrogen. Suitable for class E fire (object on fire)
Dry Power Extinguisher	Portable 3KG 2A Portable 5KG 3A Portable 6KG 3A	Mainly put out the fire of oil, organic solvent, gas and electric equipment fire of early stage.
Foam Extinguisher	Trolley 50L	(1)Suitable for the class A fire (solidity), such as wood, cotton and etc. (2)The most suitable for the class B fire (oil, liquid). (3)Not offer to the on fire electric equipment and organic solvent such as alcohol, ketone, ester, ether and etc.
Fire sandbox		
Fire hydrant		
Spray nozzle		

(1) Dry powder fire extinguisher

Dry powder fire extinguishers are divided into portable and trolley.

Dry powder fire extinguisher is mainly composed of the barrel with powder, the cylinder storing of carbon dioxide, the plug equipped with intake-tube and discharge powder tube, and the nozzles conveying powder.

Dry powder fire extinguishers put out a fire by jetting powder with high pressure carbon dioxide gas as power. Dry powder fire extinguisher is mainly applicable to save oil and oil products, the beginning fire of combustible gas and electrical equipment.

When using the dry powder fire extinguishers should be open the latch at first, aim the nozzle jet to the fire. Another hand hold the guide ring, to press the thimble, and dry powder is overflowing.

Dry powder fire extinguishers should be kept dry and sealed to prevent dry powder agglomeration. At the same time, should prevent being exposed to the sun in case leakage because of co2 heating and expansion.

Should regularly check whether the dry powder is caked and carbon dioxide gas is sufficient.

The validity of the dry powder fire extinguisher is commonly 4 to 5 years.

（2）Foam extinguisher

Foam extinguisher is composed of tube body, glass liner, cover, lifting ring. Tube body is make of plate, hanging in with a glass bottle or a plastic liner full of Aluminum sulfate solution. The barrel is filled with a mixture of sodium bicarbonate and foaming agent. Staff should upside down the tube body to mix the sodium bicarbonate and aluminum sulfate to create jetting dioxide gas bubbles out of nozzle to put out fire when using the Foam extinguisher. Prevent facing the people with the bottom and head of the barrel body, in case explosion.

Foam extinguisher is applicable to save oil petroleum products and general early fires in solid matter.

Foam extinguisher are generally divided into types of portable and cart. The liquid in the barrel is generally replaced once a year

（3）Carbon dioxide fire extinguisher

Carbon dioxide fire extinguisher is composed of tube body (the cylinder), switch valve, spray-duct and siphon.

Carbon dioxide fire extinguisher is mainly suitable for saving valuable equipment, archives, instrument and apparatus electric appliance under 600 v, grease fires and etc. But it not suitable for

putting out the fire of some chemical products (such as metal potassium, sodium, etc.)

Carbon dioxide fire extinguishers are generally divided into types of portable which are hand wheel type and duck-billed. Large capacity fire extinguishers can be the wheeled and transportable.

When using the duck-billed carbon dioxide fire extinguisher, should hold the spray-cut towards the fire with **one** hand, and hold tightly the nozzle with another hand.

When using transportable carbon dioxide fire extinguishers, should hold the spray-cut towards the fire with one hand, and unscrew the plum with another hand.

Carbon dioxide is a poor conductor of electricity, but when the voltage is more than 600 v, must cut off the electricity and then put out the fire.

Do not touch the metal conduit or face the people with the spray-duct, and consider the wind direction in case happen human congelation.

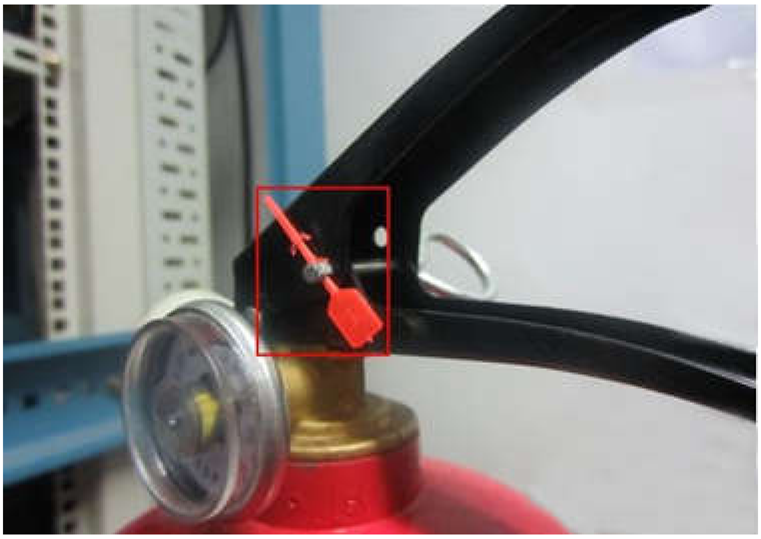
Carbon dioxide fire extinguishers is non-high temperature resistance. Therefore , the temperature of storage should keep lower than 42 ℃.

Check the weight of Carbon dioxide in the steel cylinder once a month, if the weight of carbon dioxide is less than the 1/10 of the nominal weight, should refill the cylinder.

6.2 The general way of using the fire extinguisher

（1）Upside down the fire extinguisher several times before using

（2）Remove the seal or key



（3）Pull out the latch



（4）The user hold the nozzle with left hand and carry the pressure handle with right hand, standing in the distance of 3 meters from the flame. Shoot at the root of the flame.



6.3 Fire Hydrant

6.3.1 Definition

Fire hydrant, is a kind of fixed fire control facilities, with main function to control the combustible, isolated the oxidizer and eliminate the fire.

6.3.2 Application Method

Outdoor fire hydrant is the water facility for fire extinguishment set on the outside of the building, the usage is showed below:

1. Open the connection switch of hose mouth in underground fire hydrant with a wrench

2. Connect the fire hose
3. Open valve switch of the underground fire hydrant water with a wrench
4. Join the hose and high pressure nozzle.
5. At least take two person holding the water pistol towards to the fire until the fire is put out.



6.3.3 Location of Fire Hydrant

According to the actual circumstance of power station, the fire hydrant and fire water system should be set around all the power station with the distance less than 30m away from the tank area, 50m away from the genset area, 80m away from the other buildings. The protection radius of the fire hydrant should be less than 150m. The quantity of the fire hydrant is calculated based on the amount of water consumption with 10-151/s per fire hydrant.

6.4 Fire Protection Water

① Fire protection water system should generally be independent. If fire protection water is used with other additional water, please ensure all fire protection water can through and meet the requirement of fire water pressure while other additional water reach maximum flow.

② The selection of water supply of artesian water (hydropower station water tower), water pump (fire pump), and fire protection water pool should be sorted according to different water pressure and flow of different extinguishing items. When using a single water supply cannot meet the requirements, the mixed water supply can be used.

When choose artesian water, fire protection water have to be ensured normally at any situation.

The water inlet of Hydropower station should be over one. When choose water pump for supply, it should set standby pump which works as a main pump. Also, double power supply or double circuit power supply should be adapted. If something difficult with double power supply or double circuit power supply, use engine. Fire pump equipment maintenance should be performed partial to ensure non-maintenance fire equipment such as fire pump start at any time.



PIC6.4.1- Fire pump, the left one is main pump, the right pump is stand by

When using fire pool as fire water supply, the capacity of fire pool shall meet within the fire duration. Time to replenish should not be more than 48 hours. Fire duration: flammable and combustible materials, open, half open storage (not including coal, coke open storage) should be calculated at 6 hours. A、B、C liquid tank foam extinguishing duration should be calculated at 30 minutes, duration of cooling water is 4-6 hour, the sum of fire water should be the maximum amount of water foam fire preparation and cooling water tank while using foam extinguishing from tank.



PIC6.4.2- Fire Reservoir

③ Fire protection water system should take freeze-proofing measures in cold areas.

④ Sprinklers and fire hose water spray system that from transformers or high voltage electrical equipment should be set grounding, which can link to grounding grid that connected to power plant.



PIC6.4.3- Fire Protection Water Pipeline around Kyaukpyu Power Station.



PIC6.4.4- Fire Hydrant in Kyaukpyu Power Station

VII. Appendix

Appendix 1：Fire Extinguisher Weekly Inspection Form

PP05-006-A01
Ver. 1.0

滅火器周檢查表
Fire Extinguisher Weekly Inspection Form

電站編號:
Job Code: ______________ **電站名稱:**
Power Station: ______________

滅火器編號 Fire Extinguisher	________ 年 ________ 月					備註 Remark
	檢查日期 Check Date	檢查日期 Check Date	檢查日期 Check Date	檢查日期 Check Date	檢查日期 Check Date	

備注：
Remarks

1、電站滅火器需每周檢查並記錄；
Check and record fire extinguishers weekly;
2、檢查情況填寫：正常："√"；出現異常情況，則填寫對應情況編號；
Checking Condition: draw a " √ " if normal; write down corresponding problem No. if abnormal;
3、存在情況包括：①壓力 ②有效期 ③銷扣 ④皮管 ⑤外觀。
Problem include: ① Pressure ②Validity Date ③ Release Pin ④ Hose ⑤ Appearance

檢查負責人簽名：
Person in Charge of Inspection Confirm:

____

日期/Date: ____________________

電站負責人簽名：
Power Station Direct Responsible Confirm:

____

日期/Date: ____________________

Appendix 2：Fire Service Facilities Monthly Inspection Form

PP05-006-B01
Ver. 1.0

消防系統設施月檢查表
Fire Service Facilities Monthly Inspection Form

電站編號： Project Code	電站名稱： Power Station	檢查日期： Checking Date

	檢查項目及內容/Inspection Items and Contents	檢查情況/Checking Condition
消防栓 Fire Hydrant	1、消防栓玻璃是否有破損/Hydrant glass is damage or not	
	2、水帶是否完好/Fire hose is intact or not	
	3、水槍是否完好/Hydraulic giant is intact or not	
	4、水閥是否完好/Release valve is intact or not	
	5、是否有水/With water or not	
	6、外觀是否生銹/Appearance is rusty or not	
喉管 Hose Real	1、喉管是否完好/Hose real is intact or not	
	2、喉管與消防栓接口是否緊固/ Interface between hose real and hyfrant is fanstened or not	
	3、喉管是否有腐蝕漏水現象/ Hose real is erosive or water leakage or not	
消防水泵 Fire Pump	1、消防水泵外觀是否完好/ Appearance is intact or not	
	2、消防水池與氣壓給水設備的水位與壓力是否正常/ Water stage and pressure of fire pool and pneumatic tank is normal or not	
	3、控制櫃閥門是否處於開啓或規定狀態/ Valve of control cabinet is open or in specified state	
	4、消防水泵是否可正常運轉，處於無故障狀態 Fire pump operates normally without malfunction or not	
存在問題 Problem		
備註 Remarks	1、電站消防系統需每月檢查並記錄/ Inspect power station fire service and record monthly 2、“檢查情況”欄填寫：正常：“ √” 异常：“×” / Draw a √ (normal) or × (abnormal) in Checking Condition 3、“存在問題”必須填寫具體部位及內容/ Fill in detailed parts and contents in Problem	

檢查負責人簽名：
Person in Charge of Inspection Confirm: ________________

電站負責人簽名：
Power Station Direct Responsible Confirm: ________________

Appendix 3：Fire Equipment List

Fire Equipment List
消防設備清單

PP05-006-C01
Ver. 1.0

電站編號:
Plant Code:

電站名稱:
Plant Name:

更新人:
Updater:

更新日期:
Date:

No.	Equip Items 消防設備專案	Current Stock 現場現有數量	Demand Stock 需補充數量	Spec/Model 規格/型號	Equip Status 設備狀況	Equip Expire Date 設備失效日期	購買方式 Purchase Pattern		Remark 備註
							Buy at local 當地採購	Buy by PSO PSO集中採購	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

Certificate of Incorporation

VPOWER KC1 LIMITED

Company Registration No. 123322762

မြန်မာနိုင်ငံကုမ္ပဏီများဥပဒေ၂၀၁၇ အရ

VPOWER KC1 LIMITED

အား ၂၀၁၉ ခုနှစ် နိုဝင်ဘာလ ၁၃ ရက်နေ့တွင်

အစုရှယ်ယာအားဖြင့် တာဝန်ကန့်သတ်ထား သည့် အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

အဖြစ် ဖွဲ့စည်းမှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

This is to certify that

VPOWER KC1 LIMITED

was incorporated under the Myanmar Companies Law 2017 on 13 November 2019 as a Private Company Limited by Shares.

ကုမ္ပဏီမှတ်ပုံတင်အရာရှိ

Registrar of Companies

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

Directorate of Investment and Company Administration

၂၀၀၈ ခုနှစ် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်ဖွဲ့စည်းပုံအခြေခံဥပဒေ ပုဒ်မ ၃၈၉ အရ နိုင်ငံသားတိုင်းသည် ဥပဒေအရ ပေးဆောင်ရမည့် အခွန်အကောက်များကိုပေးဆောင်ရန်တာဝန်ရှိသည်။

ပတခ (ကသခ)-၂



ကုန်ထုတ်လုပ်သူသို့မဟုတ်ဝန်ဆောင်မှု ဆောင်ရွက်သူအားမှတ်ပုံတင်သွင်းခွင့်ပြုကြောင်း
ထုတ်ပေးသည့်လက်မှတ် (စည်းမျဉ်း ၄ ညွှန်း)
စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန
ပြည်တွင်းအခွန်များဦးစီးဌာန
အလယ်အလတ်အခွန်ထမ်းများဆိုင်ရာအခွန်ရုံး(၃)
ရန်ကုန် တိုင်းဒေသကြီး/ပြည်နယ်

မှတ်ပုံတင်လက်မှတ်အမှတ်စဉ် ကသ/၇၀၅၁ Ka Tha/ 7051 ရက်စွဲ ၁၁/၁၂/၂၀၁၉

ကုန်ထုတ်လုပ်သူ သို့မဟုတ် ဝန်ဆောင်မှုဆောင်ရွက်သူအမည် Vpower KC 1 Ltd

ဝိစစ်ရေးအမှတ်/ ကုမ္ပဏီမှတ်ပုံတင်အမှတ် 123322762

လိပ်စာ No(221)16th Floor, Room 1608,Sule Pagoda Road ,Kyauktada Township

၁။ အောက်ဖော်ပြပါ ကုန်စည် / ဝန်ဆောင်မှု (များကို) ထုတ်လုပ် / ဆောင်ရွက်)သူဦး/ဒေါ် Vpower KC 1 Ltd
သို့မှတ်ပုံတင်ခွင့်ပြုကြောင်း လက်မှတ်ကို ကုန်သွယ်လုပ်ငန်းခွန်စည်းမျဉ်း ၄ အရ ထုတ်ပေးလိုက်သည်။

ထုတ်လုပ် / ဆောင်ရွက် သည့် ကုန်စည် / ဝန်ဆောင်မှု (များ) Power Generations

၂။ မှတ်ပုံတင်ခွင့်ပြုကြောင်း ထုတ်ပေးသောလက်မှတ်သည် အောက်ဖော်ပြပါနေရာ၌ လုပ်ကိုင်ဆောင်ရွက်သော လုပ်ငန်းအတွက်ဖြစ်သည်။

လုပ်ငန်းအဓိကတည်ရှိရာနေရာ Kyun Chaung Natural Gas Field Compound ,Seikphyu Main Road . Kyun Chaung ,Pakokku Township,Magway Division

လုပ်ငန်းခွဲများ

(၁) မရှိပါ

(၂)

၃။ လုပ်ငန်းရပ်စဲလျှင် ရပ်စဲသည့်နေ့အထိ စည်းကြပ်ရန်ရှိသော ကာလအတွက် ကြေညာလွှာကို ရပ်စဲသည့် နေ့မှ ၁၅ ရက်အတွင်း မြို့နယ်အခွန်ဦးစီးဌာနမှူးထံသို့ ဤမှတ်ပုံတင်လက်မှတ်နှင့်အတူပေးပို့ရမည်။

၄။ ဤမှတ်ပုံတင်လက်မှတ် သို့မဟုတ် လက်မှတ် မိတ္တူများကို လုပ်ငန်းဥပစာ အသီးသီးတွင် အများမြင်သာအောင် ချိတ်ဆွဲထားရမည်။

၅။ ဤလက်မှတ်သည် ၂၀၂၀ ခုနှစ်၊ စက်တင်ဘာ လ ၃၀ ရက် နေ့တွင် ကုန်ဆုံးသော နှစ်အထိသာအတည်ဖြစ်သည်။

၆။ ၂၀၁၉ ခုနှစ် ဒီဇင်ဘာ လ (၁၁) ရက်နေ့ တွင် ရုံးတံဆိပ် ရိုက်နှိပ်၍ ကျွန်ုပ် လက်မှတ်ရေးထိုး ထုတ်ပေးလိုက်သည်။

အအမှတ် 738
ရုံးတံဆိပ် 11/12/19

လက်မှတ်

(ခင်မာဦး)
ဦးစီးအရာရှိ
အလယ်အလတ်အခွန်ထမ်းများဆိုင်ရာအခွန်ရုံး(၂)

မြို့နယ်အခွန်ဦးစီးဌာနမှူး

မြို့နယ်။

KC1

လက်ခံရရှိကြောင်းဖြတ်ပိုင်း

ကုန်သွယ်လုပ်ငန်းခွန်ဥပဒေပုဒ်မ ၁၁ ပုဒ်မခွဲ (က) အရ မှတ်ပုံတင်ခွင့်ပြုရန် လျှောက်ထားသော ကသခ- ၁ ပုံစံဖြင့် လျှောက်လွှာတစ်စောင်ကို ဦး/ဒေါ် V Power KC1 Limited ထံမှ လက်ခံရရှိပါသည်။ ဝင်စာမှတ်ပုံတင်အမှတ် ---------------- ဖြင့် မှတ်ပုံတင်ပြီး ဖြစ်သည်။

ပြည်တွင်းအခွန်များဦးစီးဌာန ★ အလယ်အလတ်အခွန်ထမ်းများဆိုင်ရာအခွန်ရုံး (၂)
ဝင်စာအမှတ် 2639
ရက်စွဲ 4.12.19

လက်ခံသူအမည် ----------------
တာဝန်အဆင့် ----------------
ရုံး ----------------
နေ့စွဲ ----------------

(ခင်မာဦး)
ဦးစီးအရာရှိ
အလယ်အလတ်အခွန်ထမ်းများဆိုင်ရာအခွန်ရုံး (၂)

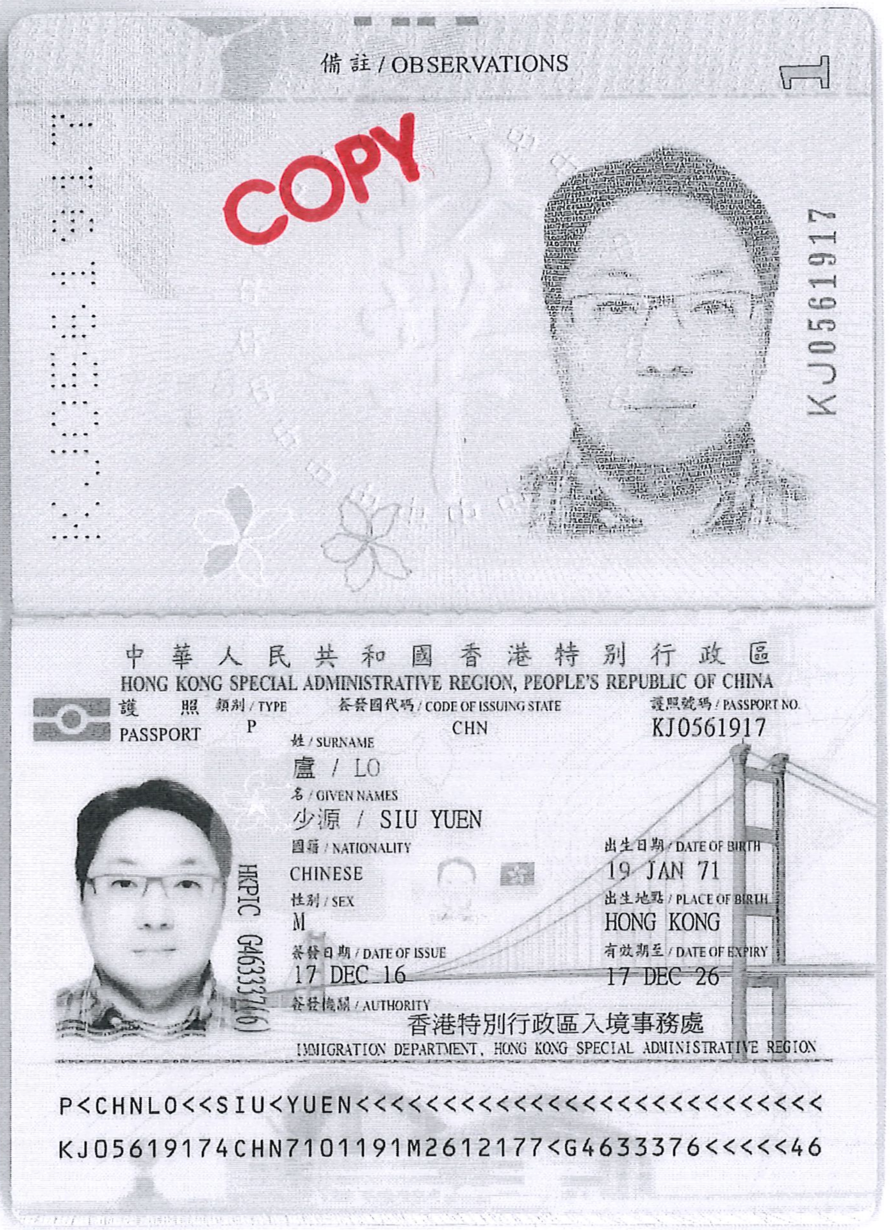
လက်ခံရရှိကြောင်းဖြတ်ပိုင်း

ကုန်သွယ်လုပ်ငန်းခွန်ဥပဒေပုဒ်မ ၁၁ ပုဒ်မခွဲ (ခ) အရ ကုန်စည်ထုတ်လုပ်မှုလုပ်ငန်း သို့မဟုတ် ကုန်သွယ်မှုလုပ်ငန်း သို့မဟုတ် ဝန်ဆောင်မှုလုပ်ငန်း စတင်လုပ်ကိုင်ကြောင်း အကြောင်းကြားစာတစ်စောင်ကို V Power KC1 Limited ထံမှလက်ခံ ရရှိပါသည်။ ဝင်စာမှတ်ပုံတင်အမှတ် -------------- ဖြင့် မှတ်ပုံတင်ပြီး ဖြစ်သည်။

ပြည်တွင်းအခွန်များဦးစီးဌာန ★ အလယ်အလတ်အခွန်ထမ်းများဆိုင်ရာအခွန်ရုံး (၂)
ဝင်စာအမှတ် 2639
ရုံးတံဆိပ်
ရက်စွဲ 4.12.19

လက်ခံသူလက်မှတ် ----------------
လက်ခံသူအမည် (ခင်မာဦး) ----------------
တာဝန်အဆင့် ဦးစီးအရာရှိ ----------------
အလယ်အလတ်အခွန်ထမ်းများဆိုင်ရာအခွန်ရုံး (၂)
ရုံး ----------------

09267267053



備註 / OBSERVATIONS

1

COPY

KJ0561917

中華人民共和國香港特別行政區

HONG KONG SPECIAL ADMINISTRATIVE REGION, PEOPLE'S REPUBLIC OF CHINA

護照 PASSPORT

類別 / TYPE: P

簽發國代碼 / CODE OF ISSUING STATE: CHN

護照號碼 / PASSPORT NO.: KJ0561917

姓 / SURNAME: 盧 / LO

名 / GIVEN NAMES: 少源 / SIU YUEN

國籍 / NATIONALITY: CHINESE

出生日期 / DATE OF BIRTH: 19 JAN 71

性別 / SEX: M

出生地點 / PLACE OF BIRTH: HONG KONG

簽發日期 / DATE OF ISSUE: 17 DEC 16

有效期至 / DATE OF EXPIRY: 17 DEC 26

簽發機關 / AUTHORITY: 香港特別行政區入境事務處

IMMIGRATION DEPARTMENT, HONG KONG SPECIAL ADMINISTRATIVE REGION

HKPIC G4633376(6)

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KJ05619174CHN7101191M2612177<G4633376<<<<<46

ARTICLES OF ASSOCIATION

OF

VPOWER MYANMAR KC1 LIMITED

Incorporated the 3rd day of October 2019

No. 2879460
編號

[COPY]

公 司 註 冊 處
COMPANIES REGISTRY

公 司 註 冊 證 明 書
CERTIFICATE OF INCORPORATION

本 人 謹 此 證 明
I hereby certify that

VPOWER MYANMAR KC1 LIMITED

於 本 日 根 據 香 港 法 例 第 622 章 《 公 司 條 例 》
is this day incorporated in Hong Kong under the Companies Ordinance

在 香 港 成 立 為 法 團 ， 此 公 司 是 一 間
(Chapter 622 of the Laws of Hong Kong), and that this company is

有 限 公 司。
a limited company.

本 證 明 書 於 二 ０ 一 九 年 十 月 三 日 發 出。
Issued on 3 October 2019.

(Sd.) Ms Ada L L CHUNG

....
香港特別行政區公司註冊處處長鍾麗玲
Ms Ada L L CHUNG
Registrar of Companies
Hong Kong Special Administrative Region

註 Note :
公司名稱獲公司註冊處註冊，並不表示獲授予該公司名稱或其任何部分的商標權或任何其他知識產權。
Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.

THE COMPANIES ORDINANCE (Chapter 622)

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

VPOWER MYANMAR KC1 LIMITED

PRELIMINARY

1. The name of the Company is

"VPOWER MYANMAR KC1 LIMITED"

2. The liability of the members is limited.

3. The liability of the members is limited to any amount unpaid on the shares held by the members.

4. Capital and initial shareholdings (on the company's formation)

(a)	The total number of ordinary shares that the Company proposes to issue	1
(b)	The total amount of share capital to be subscribed by the Company's founder member(s)	HKD1.00
(c)	The amount to be paid up or to be regarded as paid up	HKD1.00
(d)	The amount to remain unpaid or to be regarded as remaining unpaid	NIL

5. The regulations in Schedule 2 to the Companies (Model Articles) Notice (Cap.622H) shall apply to the Company save in so far as they are hereby specifically excluded or are inconsistent with the Articles herein contained. In particular, but without in any way limiting the generality of the foregoing, Articles 11, 12, 16, 21, 22, 23, 26, 28, 33, 39, 41, 53, 56, 63, 64 and 81 shall not apply or are modified as hereinafter appearing.

GENERAL MANAGEMENT

6. The board of director(s) shall be entrusted with the general management of the business and the affairs of the Company, and shall have full power to do all such acts and things and enter into such contracts and engagements on behalf of the company as the director(s) may consider necessary or desirable and may also appoint and remove or suspend any officers, accountants, agents, servants and employees.

TRANSFER OF SHARES

7. The directors may in their absolute discretion refuse to register a transfer of any share. If the directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

GENERAL MEETINGS

8. (a) The quorum for the transaction of business at any General Meeting shall be two members present in person or by proxy. Notwithstanding any provision herein, if the Company has only one member, the decision of that member shall be taken by way of written resolution(s).

(b) Meetings may be held in Hong Kong or at such other place or places in the world as the majority of the members in value shall from time to time by resolution determine.

(c) A resolution in writing signed by all of the members of the Company and annexed or attached to the General Meetings Minute Book shall be as valid and effective as a resolution passed at a meeting duly convened. The signature of any member may be given by his Attorney or Proxy. Any such resolution may be contained in one document or separate copies prepared and/or circulated for the purpose and signed by one or more members.

(d) Where the Company has only one member and that member takes any decision that may be taken by the Company in General Meeting and that has effect as if agreed by the Company in General Meeting, he shall (unless that decision is taken by way of a resolution in writing duly signed by him) provide the Company with a written record of that decision within 7 days after the decision is made.

DIRECTORS

9. Unless and until otherwise determined by an ordinary resolution of the Company, the minimum number of director(s) shall be one and there shall be no maximum number of directors.

10. The first director(s) of the company is/are the person(s) named as the director(s) in the Incorporation Form delivered to the Registrar of Companies.

11. A director need not hold any shares in the Company and is not subject to rotation or retirement at the annual general meetings. A director who is not a member of the Company shall nevertheless be entitled to attend and speak at general meetings.

12. (a) No director or intended director shall be disqualified from his office by contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or

arrangement entered into by or on behalf of the Company with any company or partnership of or in which any director shall be a member or otherwise interested be capable on that account of being avoided, nor shall any director so contracting or being such a member or so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such director holding that office or of the fiduciary relationship thereby established. Provided always that each Director shall forthwith disclose the nature of his interest in any contract or arrangement in which he is interested as required by and subject to the provisions of the Ordinance.

(b) Provided such disclosure is made as aforesaid, a Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and to be counted in the quorum present at the meeting at which such contract or arrangement is considered.

POWERS OF DIRECTORS

13. The directors, in addition to the powers and authorities expressly conferred upon them by these Articles, may exercise all such powers and do all such acts as may be exercised or done by the Company in General Meeting subject nevertheless to the provisions of the Companies Ordinance, (Chapter 622), to these Articles, and to any regulations from time to time made by the Company in General Meeting, provided that no regulation so made shall invalidate any prior act of the directors which would have been valid if such regulation had not been made.

14. Without prejudice to the general powers conferred by the last preceding Article and the other powers conferred by these Articles, it is hereby expressly declared that the directors shall have the following powers, that is to say, power :-

(a) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.

(b) To purchase or otherwise acquire for the Company or sell or otherwise dispose of any property, rights and privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they shall think fit.

(c) To engage, dismiss, and fix the salaries or emoluments of the employees of the Company.

(d) To institute, conduct, defend, compromise or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due to, and of any claims or demands by or against the Company.

(e) To refer any claims or demands by or against the Company to arbitration and observe and perform the awards.

(f) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands of the Company.

(g) To invest, lend or otherwise deal with any of the moneys or property of the Company in such manner as they think fit and to vary or realise any such investment from time to time.

(h) To arrange for banking facilities, on behalf of the Company, and to pledge, mortgage or hypothecate any of the property of the Company, if required.

(i) To open a current account with themselves for the Company and to advance any money to the Company with or without interest upon such terms and conditions as they shall think fit.

(j) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for, or in relation to, any of the matters aforesaid, or otherwise for the purpose of the Company.

(k) To give to any director, officer or other person employed by the Company a commission on the profits of any particular business or transaction, and such commission shall be treated as part of the working expenses of the Company, and to pay commissions and make allowance (either by way of a share in the general profits of the Company or otherwise) to any persons introducing business to the Company or otherwise promoting or serving the interest thereof.

(l) To sell, improve, manage, exchange, lease, let, mortgage or turn to account all or any part of the land, property, rights and privileges of the Company.

(m) To employ, invest or otherwise deal with any Reserve Fund or Reserve Funds in such manner and for such purposes as the directors may think fit.

(n) To execute, in the name and on behalf of the Company, in favour of any director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present or future) as they think fit, and any mortgages may contain a power of sale and such other powers covenants and provisions as shall be agreed upon.

(o) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and in particular to appoint any persons to be the Attorneys or agents of the Company with such powers (including power to sub-delegate) and upon such terms as they think fit.

(p) From time to time to make, vary or repeal rules and by-laws for the regulation of the business of the Company, its officers and servants.

(q) To delegate any or all of the powers herein to any director or other person or persons as the directors may at any time think fit.

DIRECTORS' REMUNERATION

15. (a) The directors shall be paid out of the funds of the Company fees for their services, such sum (if any) as the Company may by ordinary resolution from time to time determine.

(b) The directors shall also be entitled to be paid their reasonable expenses incurred in consequence of their attendance at meetings of directors, committee meetings or general meetings or otherwise in or about the business of the Company.

16. The directors may award extra remuneration out of the funds of the Company (by way of salary, commission or otherwise as the directors may determine) to any director who performs services which in the opinion of the directors are outside the scope of the ordinary duties of a director.

BORROWING POWERS

17. (a) The directors may exercise all the powers of the Company without restriction or limitation to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and to issue debentures, debenture stocks, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party. Debentures, debenture stocks, bonds and other securities of the Company may be made assignable free from any equities between the Company and the person to whom the same may be issued, and may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of directors and otherwise.

(b) The directors shall cause a proper register to be kept, in accordance with the provisions of the Ordinance, of all mortgages and charges affecting the property of the Company and shall duly comply with the requirements of the Ordinance in regard to the registration of mortgages and charges therein specified and otherwise. Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge, and shall not be entitled, by notice to the members or otherwise, to obtain priority over such prior charge.

APPOINTMENT AND REMOVAL OF DIRECTORS

18. The Company may, from time to time, by ordinary resolution appoint new Directors.

19. The Company may also by ordinary resolution remove any director notwithstanding anything in these Articles or in any agreement between him and the Company and may, appoint another person in his stead.

20. The directors shall have power, exercisable at any time and from time to time, to appoint any other person as a director, either to fill a casual vacancy or as an addition to the Board.

21. In the event that the quorum and minimum number of directors are fixed at two or more directors, the continuing directors may act notwithstanding any vacancy in their body, but if and so long as the number of directors is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of directors, the continuing directors may act for the purpose of increasing the number of directors to that number, or of summoning a general meeting of the Company, but for no other purpose. If there shall be no directors able or willing to act, then any two members may summon a general meeting (and if the Company has only one member, by way of a written resolution passed by that only member) for the purpose of appointing directors.

RESERVE DIRECTOR

22. If the Company has only one member and that member is also the sole director, the Company may in General Meeting, notwithstanding anything in these Articles, nominate a person (other than a body corporate) who has attained the age of 18 years as a reserve director of the Company to act in the place of the sole director in the event of his death. Any duly authorised officer of the Company is empowered to send the particulars of the nomination of the reserve director to the Registrar of Companies, pursuant to section 455 of the Ordinance.

ALTERNATE DIRECTORS

23. Any Director may at any time and from time to time appoint any person to be his alternate director and may at any time remove from office the alternate director so appointed by him and appoint another in his place. An alternate director shall not be entitled to receive any remuneration from the Company but shall otherwise be subject to the provisions of these Articles with regard to directors.

An alternate director shall subject to his giving to the Company an address within Hong Kong at which notice may be served upon him be entitled to receive notices of all meetings of the directors and to attend and vote as a director at any meeting at which the director by whom he was appointed is not personally present and generally in the absence of such appointor to perform all the functions of his appointor as director. An alternate director shall ipso facto cease to be an alternate director if his appointor ceases for any reason to be a director. All appointments and removals of alternate directors shall be effected by notice in writing sent to or left with the Company and signed by the director making or revoking such appointment.

DIRECTORS' MEETINGS

24. (a) Meetings of the directors may be held in Hong Kong or in any other part of the world as may be convenient for the majority.

(b) Unless otherwise determined by the Company by Ordinary Resolution, the quorum for meeting of the directors shall be two. Notwithstanding any provision herein, if the Company has only one director, the decision of that director shall be taken by way of written resolution(s).

(c) The directors may participate in any Board Meeting by means of conference telephone or other communications equipment through which all other directors present at the Meeting can hear each other and such participation shall constitute attendance at Board Meeting as if those participating were present in person, provided always that the quorum was already present at the meeting. The directors may also, in urgent cases, pass a resolution by way of telephonic conference, provided always that a written resolution is subsequently signed by all the directors in accordance with (d) below.

(d) A resolution in writing, signed by majority of the directors for the time being entitled to receive notice of a meeting of the directors, shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held, without the need for any agenda or notice. The signature of any director may be given by his alternate. Any such resolution may be contained in one document or separate copies prepared and/or circulated for the purpose and signed by one or more of the directors. A cable, telex, fax or e-mail message or other written electronic communication sent by a director or his alternate shall be deemed to be a document signed by him for the purposes of this Article.

THE SEAL AND CHEQUES

25. The Company may or may not have a common seal. However, if the directors shall decide to have one made for the Company, the common seal must be a metallic seal having the Company's name engraved on it in legible form and the director(s) shall provide for the safe custody thereof. The seal shall not be affixed to any instrument except by the authority of the directors or a committee authorised by the Board in that behalf, and every instrument to which the seal shall be affixed shall be signed by one director or some other person nominated by the directors for the purpose.

26. The Company may exercise all the powers of having official seals conferred by the Ordinance and such powers shall be vested in the directors.

27. All cheques, bills of exchange, promissory notes and other negotiable instruments issued or required to be signed, endorsed or accepted or otherwise negotiated by the Company shall be signed by the director(s) or such person or persons as the board of director(s) shall from time to time appoint.

COMPANY SECRETARY

28. (a) The directors shall appoint a secretary of the Company for such period, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them. In the event that the secretary appointed is a corporation or other body, it may act and sign by the hand of any one or more of its directors or officers duly authorised. The First Secretary of the Company is the person named as the Company Secretary in the Incorporation Form delivered to the Registrar of Companies and is **GRL19 NOMINEE LIMITED**.

(b) Where the Company has only one director, that director shall not also be the Secretary of the Company.

(c) Where the Company has only one director, the Company shall not have as Secretary of the Company a body corporate the sole director of which is the sole director of the Company.

WINDING UP

29. If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up Capital, such assets shall be distributed so that as near as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively and if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up the excess shall be distributed among the members in proportion to the capital at the commencement of the winding up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of any shares issued upon special terms and conditions.

30. (a) If the Company shall be wound up whether voluntarily or otherwise the liquidators may with the sanction of a special resolution divide among the contributories in specie or kind any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them as the liquidators with the like sanction think fit.

(b) If thought expedient any such division may be otherwise than in accordance with the legal rights of the contributories and in particular any class may be given preferential or special rights or may be excluded altogether or in part; but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a Special Resolution passed pursuant to the Ordinance.

(c) In case any of the shares to be divided as aforesaid consist of shares which involve a liability to calls or otherwise, any person entitled under such division to any of the said shares may, within ten days after the passing of the Special Resolution by notice in writing, direct the liquidator to sell his proportion and pay him the net proceeds, and the liquidator shall, if practicable, act accordingly.

****

I/We, the undersigned, wish to form a company in pursuance of these articles of association and I/we respectively agree to subscribe for the amount of share capital of the Company and to take the number of share(s) in the Company set opposite to my/our respective name(s):-

Name(s) and Address(es) of Founder Member(s)	Number of Share(s) Taken	Total Amount of Share Capital
GRL19 NOMINEE LIMITED 14/F., Chun Wo Commercial Centre, 25 Wing Wo Street, Central, Hong Kong Corporation	1	HKD1.00
Total:	1	HKD1.00

編號 2879460
No.

公司註冊處
COMPANIES REGISTRY

公司註冊證明書
CERTIFICATE OF INCORPORATION

* * *

本人謹此證明
I hereby certify that

VPOWER MYANMAR KC1 LIMITED

於本日根據香港法例第622章《公司條例》
is this day incorporated in Hong Kong under the Companies Ordinance

在香港成立為法團，此公司是一間
(Chapter 622 of the Laws of Hong Kong), and that this company is

有限公司。
a limited company.

本證明書於二〇一九年十月三日發出。
Issued on 3 October 2019 .

香港特別行政區公司註冊處處長鍾麗玲
Ms Ada L L CHUNG
Registrar of Companies
Hong Kong Special Administrative Region

註 Note :
公司名稱獲公司註冊處註冊，並不表示獲授予該公司名稱或其任何部分的商標權或任何其他知識產權。
Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.

To

The Chairman
Myanmar Investment Commission
No. 1, Thitsar Road, Yankin Township,
Yangon, Myanmar

Date

Subject: submission of financial statement and bank statement of VPower Group International Holding Ltd in lieu of shareholder

VPOWER KC1 Limited is incorporated in Myanmar with the registration no. 123322762 on 13th November, 2019 as 100% owned by VPOWER MYANMAR KC1 LIMITED. Since VPower Myanmar KC1 Limited is newly incorporated in Hong Kong in September 2019, VPower Myanmar KC1 does not have its financial statement yet. Accordingly, we would like to submit the financial statement and bank statements of our ultimate holding company named VPower Group International Holdings Limited instead of our shareholder.

Sincerely,

LO SIU YUEN
Director
On behalf of
VPOWER KC1 Limited

VPOWER KC1 LIMITED
#16-08 Sule Square, 221 Sule Pagoda Road
Kyauktada Township, Yangon

office: +95 (01) 9255 048
e-mail: info@vpower.com

Standard Chartered

- 5 AUG 2019

VPOWER GROUP INTERNATIONAL HOLDINGS
LIMITED
UNITS 2701-05 27/F
OFFICE TOWER 1
THE HARBOURFRONT 18-22 TAK FUNG STREET
HUNG HOM KLN
HONG KONG

A028886

BRANCH 分行 : CENTRAL BRANCH
ENQUIRY HOTLINE 諮詢熱線 : 2886 8888
STATEMENT DATE 截數日期 : JULY 31, 2019
CURRENCY 貨幣 : HKD
ACCOUNT TYPE 戶口種類 : CURRENT ACCOUNT
ACCOUNT NUMBER 戶口號碼 : 447-0-813755-8

AC01401

Date 日期	Description 進支詳列	Deposit 存款	Withdrawal 提款	Balance 結餘
JUN 29	Balance Forward			2,573,236.09
JUL 02	G00/2019000009654	2,338.80		
	(Value Date As of 01 JUL 19)			2,575,574.89
JUL 03	PAYROLL CUSTOMER CHARGE		3.90	
	PAYROLL DEBIT 00001		432,000.00	2,143,570.99
JUL 11	TRANSFER DEPOSIT NTRF	30,000.00		2,173,570.99
JUL 16	TRANSFER DEPOSIT NTRF	8,000.00		2,181,570.99
JUL 18	HKD CLEARING CHEQUE 305574		36,353.40	2,145,217.59
JUL 19	HKD CLEARING CHEQUE 305573		73,000.00	2,072,217.59
JUL 24	TRANSFER DEPOSIT NTRF	140,000.00		2,212,217.59
JUL 25	HKD CLEARING CHEQUE 305568		1,000,000.00	1,212,217.59
JUL 30	TRANSFER DEPOSIT NTRF	80,000.00		
	TOTAL	260,338.80	1,541,357.30	1,292,217.59

Note: Please advise a change of address &/or information request on form overleaf
閣下如欲更改通訊地址或索取其他服務簡介請填妥及交回背頁表格。

447-0-813755-8
VPOWER GROUP INTERNATIONAL HOLDINGS

S011.13 (5/2017)

P030939

Standard Chartered

06 SEP 2019

VPOWER GROUP INTERNATIONAL HOLDINGS
LIMITED
UNITS 2701-05 27/F
OFFICE TOWER 1
THE HARBOURFRONT 18-22 TAK FUNG STREET
HUNG HOM KLN
HONG KONG

A029115

BRANCH 分行 : CENTRAL BRANCH
ENQUIRY HOTLINE 諮詢熱線 : 2886 8888
STATEMENT DATE 截數日期 : AUGUST 31, 2019
CURRENCY 貨幣 : HKD
ACCOUNT TYPE 戶口種類 : CURRENT ACCOUNT
ACCOUNT NUMBER 戶口號碼 : 447-0-813755-8

Date 日期	Description 進支詳列	Deposit 存款	Withdrawal 提款	Balance 結餘
JUL 31	Balance Forward			1,292,217.59
AUG 01	G00/2019000011422	917.61		1,293,135.20
AUG 02	HKD CLEARING CHEQUE 305575		12,000.00	
	HKD CLEARING CHEQUE 305570		1,000,000.00	281,135.20
AUG 08	HKD CLEARING CHEQUE 305576		140,000.00	141,135.20
AUG 12	HKD CLEARING CHEQUE 305577		39,506.00	
	HKD CLEARING CHEQUE 305578		40,000.00	61,629.20
AUG 14	TRANSFER DEPOSIT NTRF	5,000.00		66,629.20
AUG 26	TRANSFER DEPOSIT NTRF	300,000.00		366,629.20
AUG 28	HKD CLEARING CHEQUE 305579		6,201.50	
	TOTAL	305,917.61	1,237,707.50	360,427.70

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447-0-813755-8
VPOWER GROUP INTERNATIONAL HOLDINGS

HCAS011.13 (5/2017)

P031139

Standard Chartered

09 OCT 2019

VPOWER GROUP INTERNATIONAL HOLDINGS
LIMITED
UNITS 2701-05 27/F
OFFICE TOWER 1
THE HARBOURFRONT 18-22 TAK FUNG STREET
HUNG HOM KLN
HONG KONG

A029413

BRANCH 分行 : CENTRAL BRANCH
ENQUIRY HOTLINE 諮詢熱線 : 2886 8888
STATEMENT DATE 截數日期 : SEPTEMBER 30, 2019
CURRENCY 貨幣 : HKD
ACCOUNT TYPE 戶口種類 : CURRENT ACCOUNT
ACCOUNT NUMBER 戶口號碼 : 447-0-813755-8

Date 日期	Description 進支詳列	Deposit 存款	Withdrawal 提款	Balance 結餘
AUG 31	Balance Forward			360,427.70
SEP 02	G00/2019000013107	100.07		
	(Value Date As of 01 SEP 19)			360,527.77
SEP 05	HKD CLEARING CHEQUE 305580		25,177.95	
	HKD CLEARING CHEQUE 305581		230,773.60	104,576.22
SEP 24	TRANSFER DEPOSIT NTRF	14,300,000.00		14,404,576.22
SEP 25	TRANSFER DEPOSIT NTRF	400,000.00		
	CHARGES ON 202OL19092502152		370.00	
	202OL19092502152 COMPUTERSHARE HONG KONG		13,740,381.18	1,063,825.04
SEP 27	HKD CLEARING CHEQUE 305587		400,000.00	
	TOTAL	14,700,100.07	14,396,702.73	663,825.04

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447-0-813755-8
VPOWER GROUP INTERNATIONAL HOLDINGS

HCAS011.13 (5/2017)

P031385

CONSOLIDATED STATEMENT OF PROFIT OR LOSS

Year ended 31 December 2018

	Notes	2018 HK$'000	2017 HK$'000
REVENUE	5	**2,420,749**	1,746,016
Cost of sales		**(1,714,007)**	(1,169,189)
Gross profit		**706,742**	576,827
Other income and gains	5	**40,164**	190,246
Selling and distribution expenses		**(25,794)**	(29,091)
Administrative expenses		**(272,561)**	(205,031)
Other expenses, net		**(32,489)**	(98,620)
Finance costs	6	**(191,359)**	(76,999)
Share of profits and losses of joint ventures		**6,298**	—
PROFIT BEFORE TAX	7	**231,001**	357,332
Income tax expense	10	**(30,096)**	(26,014)
PROFIT FOR THE YEAR		**200,905**	331,318
Attributable to:			
Owners of the Company		**213,288**	331,924
Non-controlling interests		**(12,383)**	(606)
		200,905	331,318
EARNINGS PER SHARE ATTRIBUTABLE TO ORDINARY EQUITY HOLDERS OF THE COMPANY	12		
Basic		**HK8.36 cents**	HK12.99 cents
Diluted		**HK8.36 cents**	HK12.98 cents

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

Year ended 31 December 2018

	2018 HK$'000	2017 HK$'000
PROFIT FOR THE YEAR	**200,905**	331,318
OTHER COMPREHENSIVE INCOME/(LOSS)		
Other comprehensive income/(loss) that may be reclassified to profit or loss in subsequent periods:		
Exchange differences on translation of foreign operations	**(12,604)**	16,913
Other comprehensive income that will not be reclassified to profit or loss in subsequent periods:		
Gain on property revaluation	**1,063**	–
OTHER COMPREHENSIVE INCOME/(LOSS) FOR THE YEAR, NET OF TAX	**(11,541)**	16,913
TOTAL COMPREHENSIVE INCOME FOR THE YEAR	**189,364**	348,231
Attributable to:		
Owners of the Company	**187,194**	348,825
Non-controlling interests	**2,170**	(594)
	189,364	348,231

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

31 December 2018

	Notes	2018 HK$'000	2017 HK$'000
NON-CURRENT ASSETS			
Property, plant and equipment	13	1,811,786	2,189,082
Investment property	14	25,000	—
Goodwill	15	81,489	—
Other intangible assets	16	86,296	—
Interests in joint ventures	17	762,918	—
Deposits and other receivables	20	164,292	608,597
Deferred tax assets	31	15,465	5,329
Total non-current assets		2,947,246	2,803,008
CURRENT ASSETS			
Inventories	18	1,249,430	712,451
Trade and bills receivables	19	1,071,077	780,898
Prepayments, deposits, other receivables and other assets	20	445,939	314,838
Due from related companies	21	579	96
Derivative financial instrument	22	—	90,386
Tax recoverable		52,022	25,669
Restricted cash	23	81,209	—
Pledged deposits	24	48,443	165,759
Cash and cash equivalents	24	541,353	1,033,502
		3,490,052	3,123,599
Assets held for sale	36	956,929	—
Total current assets		4,446,981	3,123,599
CURRENT LIABILITIES			
Trade and bills payables	25	394,801	904,075
Other payables and accruals	26	492,884	832,025
Senior notes	27	6,268	—
Interest-bearing bank and other borrowings	28	2,384,499	532,392
Tax payable		6,024	17,808
Provision for restoration	30	3,249	3,672
Total current liabilities		3,287,725	2,289,972
NET CURRENT ASSETS		1,159,256	833,627
TOTAL ASSETS LESS CURRENT LIABILITIES		4,106,502	3,636,635

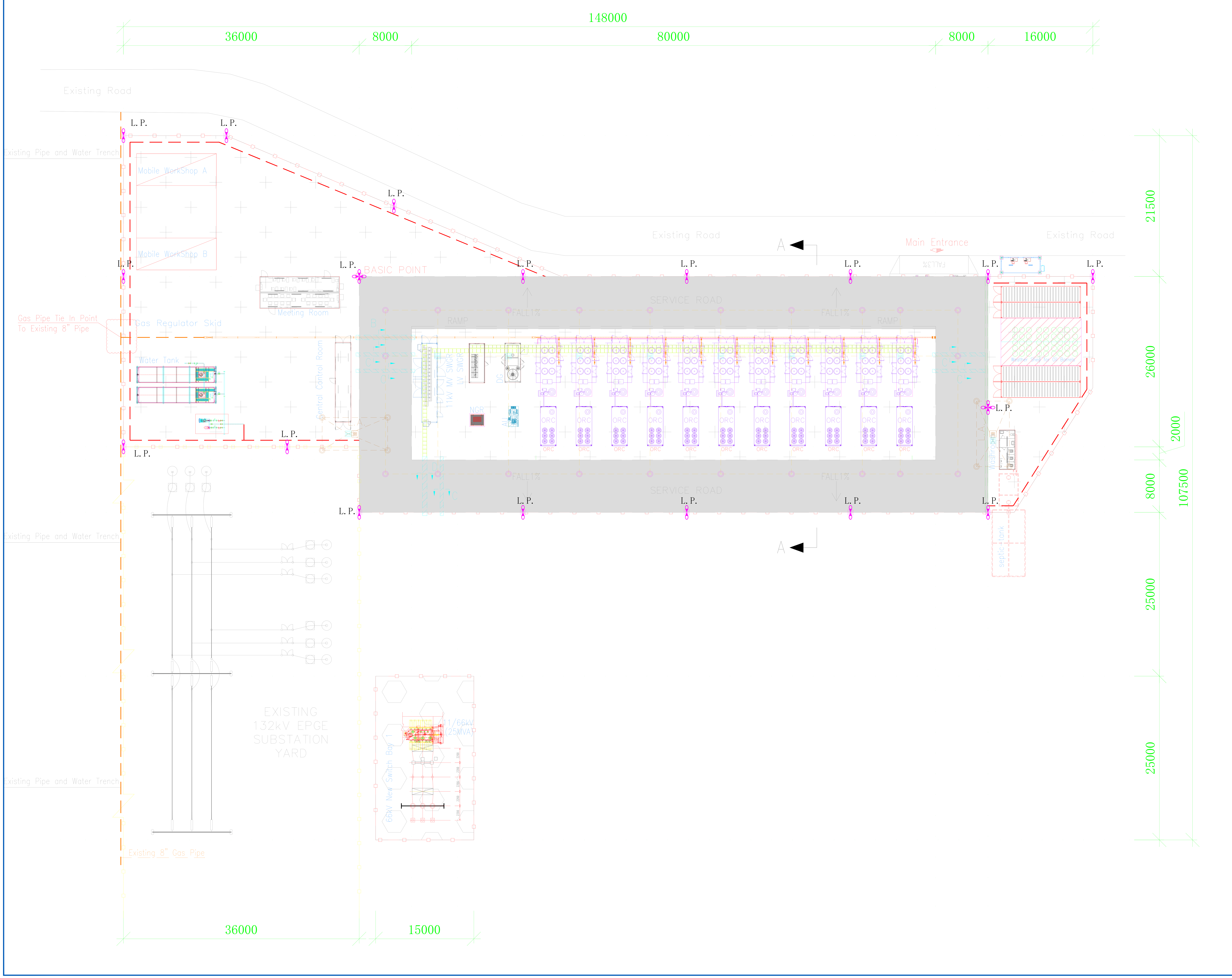
CONSOLIDATED STATEMENT OF FINANCIAL POSITION

31 December 2018

	Notes	2018 HK$'000	2017 HK$'000
NON-CURRENT LIABILITIES			
Other payables	26	73,491	311,046
Senior notes	27	779,622	—
Interest-bearing bank and other borrowings	28	585,434	856,651
Provision for restoration	30	31,480	2,330
Deferred tax liabilities	31	20,121	5,886
Total non-current liabilities		1,490,148	1,175,913
Net assets		2,616,354	2,460,722
EQUITY			
Equity attributable to owners of the Company			
Share capital	32	256,207	256,159
Reserves	35	2,313,993	2,205,157
		2,570,200	2,461,316
Non-controlling interests		46,154	(594)
Total equity		2,616,354	2,460,722

Lam Yee Chun
Director

Au-Yeung Tai Hong Rorce
Director



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GENERAL NOTES

REV:	DESCRIPTION:	BY:	CK:	AP:	DATE:
00	FIRST DESIGN	RY	WW	HXK	28/10/2019

Power Generation Solution Provider
VPOWER GROUP
Units 2701-05, 27/F, Office Tower 1,
The Harbourfront, 18-22 Tak Fung Street,
Hung Hom, KLN, Hong Kong
Website : www.vpower.com

CLIENT: Electric Power Generation Enterprise (EPGE)

CONTACTOR: — —
— —

PROJECT NAME: 20 MW Power Plant Project in Kyun Chaung

DRAWING TITLE: POWER PLANT LAYOUT PLAN

DRAWN:	CHECKED:	APPROVED	REVISION:
RY	WW	HXK	00

SCALE: N.T.S.
SHEET SIZE: A3
SHEET NO: 001
PROJECT NO: GC0061/20
STATUS: FIRST ISSUE
DRAWING NO: GC0061/20/MGA/001

VPOWER GROUP

VPower Group International Holdings Limited

HKEx Stock Code: 1608

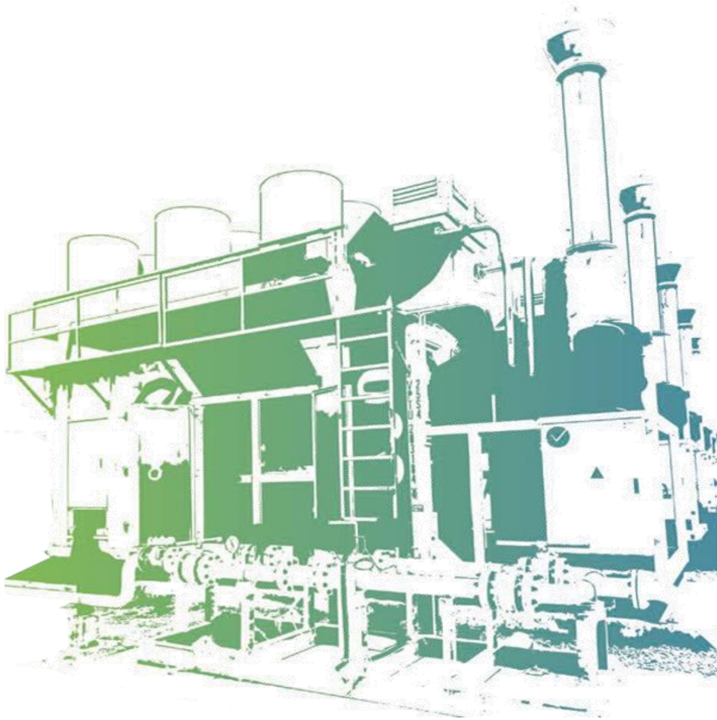


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About VPower Group

Headquartered in Hong Kong, VPower Group is an expert in the **Distributed Power Generation (DPG)** industry specializing in the provision of engine-based power solutions

We are principally engaged in two businesses, namely 1) **System Integration (SI)** business, in which the Group designs, integrates and sells gas-fired and diesel-fired engine-based gen-sets and power generation systems, utilizing proprietary system designs and integration capabilities of the Group; and 2) **Investment, Building and Operating (IBO)** business, in which the Group invests in, builds, leases and operates distributed power stations to deliver electricity



Currently, we operates more than 10 power stations in **Indonesia, Myanmar, Bangladesh, Peru** and **China**, and is going to expand into **Brazil, Sri Lanka**, and **the United Kingdom**

Shareholder Structure & Strategic Shareholders

CRRC Corp Ltd (HK Stock Code: 1766)	The Founder Group	CITIC Ltd (HK Stock Code: 0267)	Others
3.0%	70.5%	8.0%	18.5%

VPower Group International Holdings Limited
(HK Stock Code: 1608)

中信 CITIC



CITIC LIMITED
STOCK CODE: 0267

中国中车 CRRC



CRRC CORPORATION LIMITED
STOCK CODE: 1766

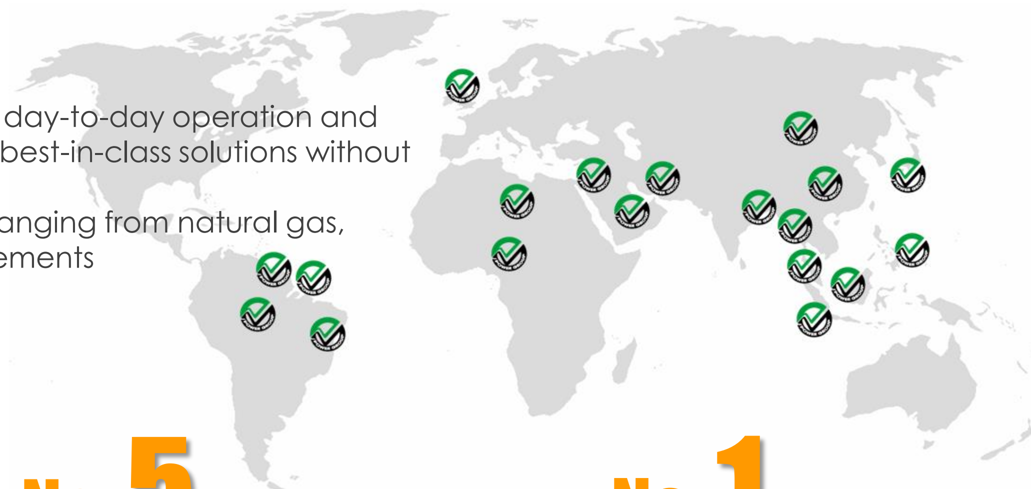
- Listed on the Hong Kong Stock Exchange: 2016
- Market Capitalization: ~USD1.07 billion*

* As at 14 November 2018

Global Presence

Over 800 MW installed and planned install capacity

- **International Network**
  - Offices in China, Singapore, Indonesia, Myanmar, and Peru
  - Networks in Brazil, UK and the Middle East
- **Turnkey Solution Provider**
  - From provision of personnel, equipment to the day-to-day operation and regular maintenance, the Group provides the best-in-class solutions without any hassle
  - Global fleet is powered by a diverse fuel mix, ranging from natural gas, biogas, diesel to HFO, based on clients' requirements



No. 1
Gen-set system integration provider in Asia

No. 5
Gen-set system integration provider globally

No. 1
Gas-fired DPG station owner and operator in Southeast Asia, Indonesia and Myanmar

Platform Established with CITIC Pacific

Tamar VPower Energy Fund I – Seizing Synergistic Opportunities in Energy Sector

- Established in January 2018 with CITIC Pacific
- Invested around USD97 million into the Fund in 2018
- Focus on business opportunities in the energy sector in the Belt and Road Initiative countries
- Already invested in 3 companies since its establishment

Byrne Equipment Rental LLC

- One of the most diverse equipment rental suppliers in the Gulf Cooperation Council region
- More than 10,000 items of plant and 15 operational bases
- A broad variety of clients in different sectors including oil and gas, construction and infrastructure, events, industrial and manufacturing and marine and ports throughout the GCC region

Provide a readily available platform for VPower's business expansion in the Middle East

ORCAN

- A clean technology company based in China
- Specializing in efficient energy solutions based on Organic Rankine Cycle (ORC) technology for the conversion of waste heat into electricity

Enhance the efficiency of our power generation solutions

Keyuan Power

- A power equipment and solution manufacturer with strategic location and comprehensive facilities, including research and development center, assembly equipment and test equipment

Advance technological development of our power generation systems

Our Businesses

System Integration ("SI")

Designing, Integrating and Selling Gen-Sets, Power Generation Systems ("PGSs") and Ancillary Equipment.

Invest, Build and Operate ("IBO")

Developing, Owning and Operating Fast-Track Distributed Power Generation ("DPG")



ICC Data Center Back-up Power
Hong Kong



Railway – Qinghai-Tibet Highland
China



Kyauk Phyu II
Myanmar



Jambi
Indonesia

Under our SI business, we design, integrate and sell engine-based gen-sets, ancillary equipment and Power Generation Systems.

Our customer base comprises of both industrial-grade and utility-grade distributed power stations owners located mainly in the PRC, Singapore, Hong Kong, UAE, South Korea and Southeast Asia

Applications span across government, residential and commercial buildings; data centers, hotels; construction and mining operations; railway and telecommunications projects

Under our IBO business, we focus on utility-grade Decentralised Power Generation plants that supply to the Grid

We work closely with local partners, suppliers and other industry players to offer world class solutions to governments and their electricity bureau

We are now the leading DPG owner and operator in Indonesia and Myanmar. We have a global fleet of over 800MW installed and planned install capacity

Project Credentials

NATURAL GAS FIRED DISTRIBUTED POWER GENERATION STATION

Country	Location	Installed Capacity	Type	COD	Connection	
Indonesia	Pekanbaru	20 MW	Modular	4Q2012	Grid	20kV
Indonesia	Pekanbaru	66 MW	Power House	2Q2014	Grid	20kV
Indonesia	Jambi	56 MW	Power House	3Q2016	Grid	20kV
Indonesia	Rengat	20 MW	Modular	3Q2017	Grid	20kV
Myanmar	Kyauk Phyu I	50 MW	Modular	1Q2015	Grid	230kV
Myanmar	Kyauk Phyu II	50 MW	Modular	1Q2016	Grid	230kV
Myanmar	Myingyan I	150 MW	Modular	2Q2016	Grid	230kV
Myanmar	Myingyan II	110 MW	Modular	1Q2019	Grid	132kV
Myanmar	Yangon	5 MW	Modular	1Q2019	Grid	33kV
UK	Doncaster	20 MW	Modular	3Q2019	Grid	33kV

BIOGAS FIRED DISTRIBUTED POWER GENERATION STATION

Country	Location	Installed Capacity	Type	COD	Connection	
China	Shandong	8 MW	Modular	3Q2018	Island	10kV

DIESEL FIRED DISTRIBUTED POWER GENERATION STATION

Country	Location	Installed Capacity	Type	COD	Connection	
Bangladesh	Dhaka	59 MW	Modular	3Q2014	Grid	33kV
Indonesia	Medan	54 MW	Modular	1Q2017	Grid	20kV
Brazil	Manaus	70 MW	Modular / Power House	2Q2019	Grid	13.8kV
Sri Lanka	Hambantota	29 MW	Modular	2Q2019	Grid	33kV
Sri Lanka	Horana	29 MW	Modular	2Q2019	Grid	33kV

HFO FIRED DISTRIBUTED POWER GENERATION STATION

Country	Location	Installed Capacity	Type	COD	Connection	
Peru	Iquitos	80 MW	Power House	4Q2017	Grid	60kV

Myanmar IBO Projects

IBO Project
Kyauk Phyu I & II, Myanmar (100MW)

Project	: Kyauk Phyu I
Project Type	: Base Load
Engine Type	: MTU High-Speed
Fuel Type	: Pipeline Natural Gas
Housing	: 40-Foot ISO-Containerized
Ultimate off-taker	: Myanmar Electric Power Enterprise (MEPE)

Project	: Kyauk Phyu II
Project Type	: Base Load
Engine Type	: MTU High-Speed
Fuel Type	: Pipeline Natural Gas
Housing	: 20-Foot ISO-Containerized
Ultimate off-taker	: Myanmar Electric Power Enterprise (MEPE)





IBO Project
Myingyan I, Myanmar (150MW)

Project	: Myingyan
Project Type	: Base Load
Engine Type	: MTU High-Speed
Fuel Type	: Pipeline Natural Gas
Housing	: 20-Foot and 40-Foot ISO-Containerized
Ultimate off-taker	: Myanmar Electric Power Enterprise (MEPE)





Myanmar IBO Projects

Myingyan II, Myanmar (110MW)

Group's First Distributed Power Plant Incorporated with Organic Rankine Cycle (ORC)





Indonesia IBO Projects

IBO Project
Jambi, Indonesia (56MW)

Project	: Jambi
Project Type	: Base Load
Engine Type	: Bergen Medium-Speed
Fuel Type	: Pipeline Natural Gas
Housing	: Power House
Ultimate off-taker	: Perusahaan Listrik Negara (PLN)



IBO Project
Pekanbaru, Indonesia (86MW)

Project	: Teluk Lembu I
Project Type	: Base Load
Engine Type	: MTU High-Speed
Fuel Type	: Pipeline Natural Gas
Housing	: 40-Foot ISO-Containerized
Ultimate off-taker	: Perusahaan Listrik Negara (PLN)

Project	: Teluk Lembu II
Project Type	: Base Load
Engine Type	: Bergen Medium-Speed
Fuel Type	: Pipeline Natural Gas
Housing	: Power House
Ultimate off-taker	: Perusahaan Listrik Negara (PLN)





Large to Medium Scale Project References


176MW in Goiania, Brazil
(Diesel)


150MW in Myingyan, Myanmar
(Natural Gas)


20MW + 66MW in Teluk Lembu, Indonesia
(Natural Gas)


59MW in Dhaka,Bangladesh
(Diesel)


35MW in Fukushima, Japan
(Diesel)

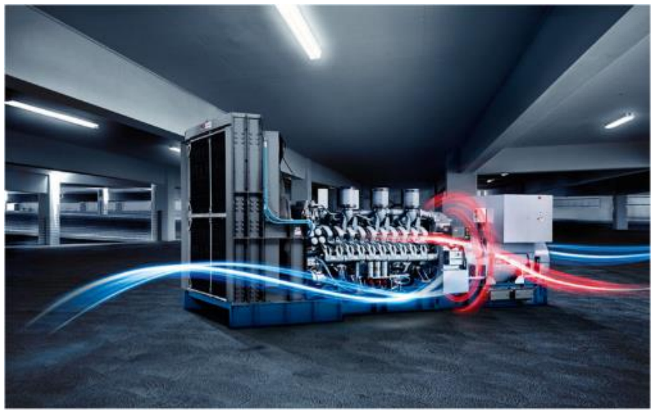

80MW in Iquitos, Peru
(HFO)



8MW + 20MW in Mongolia
(Diesel)

Major Partners & Suppliers

MTU and Rolls-Royce Power Systems are Our Global Partners

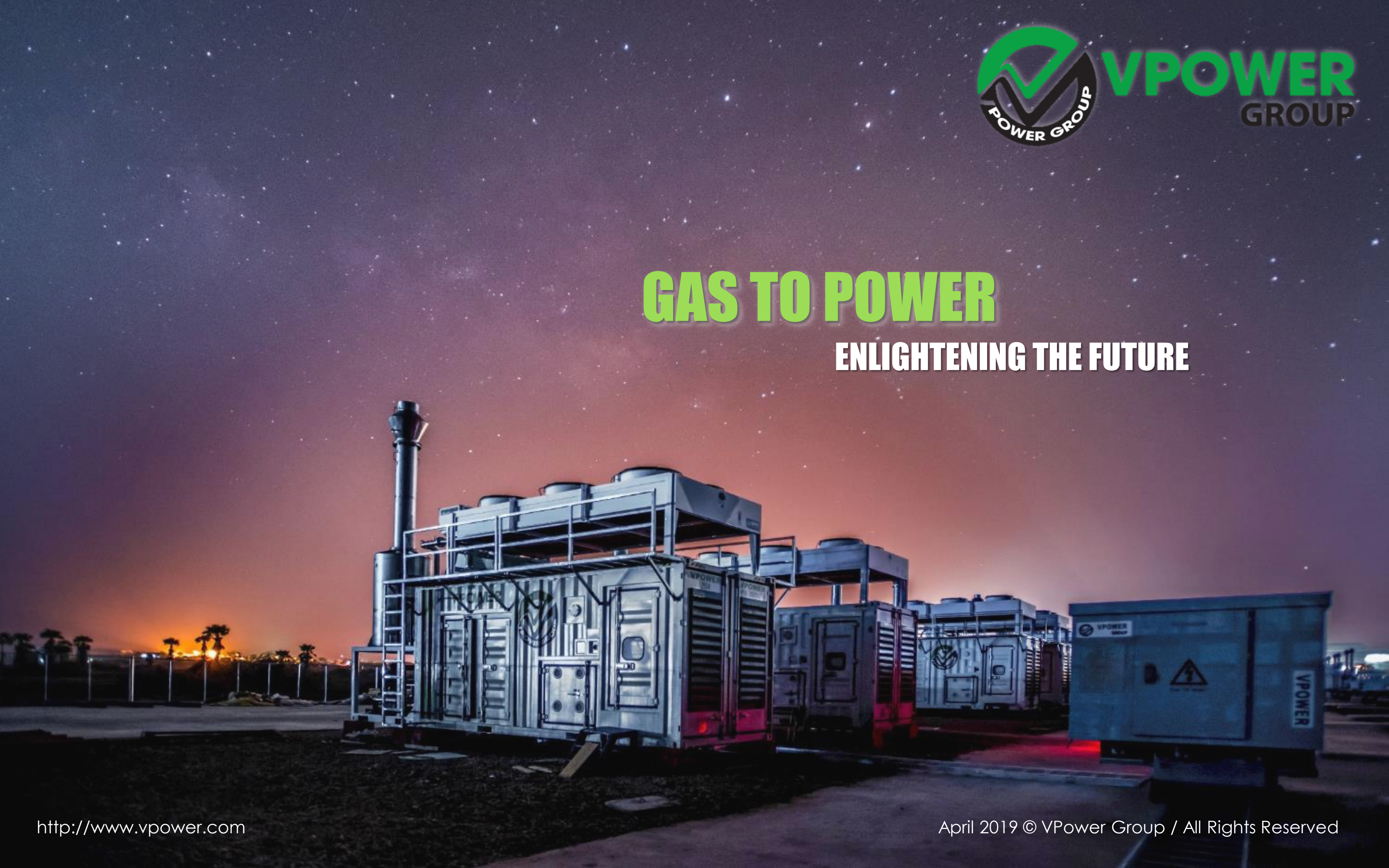




CNTIC has a Strong Cooperative Relationships with VPower Group

CNTIC is a PRC state-owned enterprise, which specializes in providing overseas EPC services including construction power projects in a number of emerging markets, including Indonesia, Myanmar, Bangladesh, Middle East, Africa, Latin America and other Belt and Road Initiative countries


Full Force To Provide Power 24/7
VPOWER
GROUP
POWER GROUP



VPOWER GROUP

GAS TO POWER

ENLIGHTENING THE FUTURE

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MINISTRY OF ELECTRICITY AND ENERGY

POWER PURCHASE AGREEMENT

BETWEEN

ELECTRIC POWER GENERATION ENTERPRISE

AND

Consortium of

VPOWER GROUP HOLDINGS LIMITED &

VPOWER HOLDINGS LIMITED

FOR

20.54 MW GAS ENGINES POWER PLANT

AT

KYUN CHAUNG, MAGWAY REGION

NAY PYI TAW [Date]

POWER PURCHASE AGREEMENT FOR 20.54 MW GAS ENGINES POWER PLANT AT KYUN CHAUNG, MAGWAY REGION.

1. Preamble.

(a) This Power Purchase Agreement for 20.54 MW Gas Engines Power Plant at Kyun Chaung, Magway Region (hereinafter referred to as the "Agreement")is made on [ ] 2019 between Electric Power Generation Enterprise, Ministry of Electricity and Energy, Building No.27, Naypyitaw, (hereinafter referred to as "**EPGE**" which expression includes its successors and legal representatives) represented by U Khin Maung Win, Managing Director on the one part; and

(b) Consortium of VPower Group Holdings limited and VPower Holdings Limited with registered address at Unit 2701-05, 27/F., Office Tower 1, The Harbourfront, 18-22Tak Fung Street, Hunghom, Kowloon, Hong Kong S.A.R. (hereinafter referred to as the "**Company**" which expression includes its successors and legal representatives) represented by Mr. Oscar Ng, Senior Regional Manager on the other part.

The Company and EPGE shall each be referred to as a "**Party**", and collectively the "**Parties**".

THE PARTIES AGREE AS FOLLOWS:

2. Objectives.

As the Government of the Republic of the Union of Myanmar laid down the policy to meet the demand for electric power in the country and to fulfill this demand for electric power in the Regions/States, the Ministry of Electricity and Energy (hereinafter referred to as "MOEE") published in local newspaper an open invitation to all foreign and local investors to submit a proposal for power generation by gas engine generators in Kyun Chaung power plant, using natural gas resources from "Inland" (hereinafter referred to as "**Invitation**"). In response to the Invitation, MOEE received various proposals including the commercial offer and technical offer from the Company, and after evaluating the said proposals, MOEE through EPGE has selected the Company as the successful tenderer.

The Company is formed as project company under the laws of Myanmar by the

subsidiaries and joint ventures for implementation, design, development, construction, financing ownership, operation, maintenance of the Power Plant through out of the Term.

3. References to days or months throughout this Agreement are respectively to calendar days or calendar months, unless otherwise stated. **Terms and Conditions.**

The terms and conditions of this Agreement are as follows:

(a) Obligations of EPGE.

Subject to the Company's fulfillment of its corresponding prerequisite obligations:

(i) EPGE shall: (a) at its own cost, arrange to acquire the land area for the site (as designated on the map in Annex 1) meeting the specifications provided by the Company (the "**Site**"), and make it available on the issuance of the Letter of Acceptance (LOA) by EPGE to the Company on 6th September 2019 (the "**Commencement Date**"), and (b) throughout the term of this Agreement and until all the gas engines, spare parts, ancillary equipment, consumables and supplies owned by the Company as described in Annex 4 (the "**Gas Engines**") have been demobilized, ensure each the Company Personnel (as defined below) has access and rights to the Site in such manner that is sufficient for such the Company Personnel to perform his/her obligations hereunder, and to protect the Company' rights and title over the Gas Engines;

(ii) EPGE shall be responsible for ensuring that each of the Company and the Company Personnel shall not be held liable for any third-party claim as a result of the location or use of the Site, including in respect of acceptable noise, which shall be in compliance with regulation of Health Safety Environment (Annex 4) that may be created by the Gas Engines;

(iii) EPGE shall, at its own cost, be responsible for supplying, at all times, to the gas intake valve at the location indicated in Annex 1, (the "**Gas Intake Point**") natural gas using 5 MMSCFD, at gas pressure (main supply) minimum 125 PSI (+/-5%) from "Inland gas sources, necessary for the operation of the Gas Engine, of sufficient quality, pressure and volume meeting the "Gas Specifications" described in Annex 2, and subject to the "Technical Specifications" in Annex 4. Continuing gas supply

under this clause must first be made available at the Gas Intake Point at least 30 days prior to the Original Commercial Operation Date (as defined below), including for purpose of the testing and commissioning of the Gas Engines, and EPGE shall provide 30 days advance notice for any deviation from the estimated Original Commercial Operation Date of the availability of such gas supply. Notwithstanding the foregoing, EPGE shall not be excused from its obligation to pay under this Agreement (including Annex 5);

(iv) During the term of this Agreement, EPGE shall provide Company dispatch instructions/guidance, and the Company (or its designated affiliate) shall operate the Gas Engines (being the "**power plant**") according to EPGE's instructions/guidance of load dispatch as necessary;

(v) EPGE shall make arrangements and provide all documentary support as may be required by the relevant Myanmar authorities to ensure that multiple entry visa and Long Stay Permits are issued to allow each requisite personnel of the Company (a "**Company's Personnel**") to enter, remain in and depart from Myanmar over the term of this Agreement or any extended term for the purpose of providing the services set out in Annex 6 ("**After Delivery Services**") to meet the Company' obligations hereunder;

(vi) EPGE shall provide approvals for the connection to existing 66 kV bus in Kyun Chaung power plant at least thirty (30) days prior to the Original Commercial Operation Date, for the purpose of testing and commissioning and supplying electricity to, and all sufficient utilities and power for the provision of the After Delivery Services by, the Company, and cooperate with the Company's Personnel with respect to all the activities under this Agreement. Company shall supply necessary cables based on actual conditions of the Site and equipment to receive the foregoing power and utilities;

(vii) EPGE shall be responsible for ensuring energy payments to the Company in accordance with Annex 5 of this Agreement; and

(viii) Even if EPGE fails to supply gas in accordance with Clause 3(a)(iii) the Company to test, commission and/or operate the power plant, EPGE shall still make energy payments to the Company

with effect from the Original Commercial Operation Date in accordance with Annex 5.

(b) **Obligations of the Company**

Subject to EPGE's fulfillment of its corresponding prerequisite obligations:

(i) The Company shall, by itself and/or through a qualified contractor, provide EPGE the After Delivery Services at its own cost through out the term of this agreement;

(ii) Company shall install 1.65MW (minimum unit capacity) X 14 units of Gas Engines of total installed capacity of 23.1MW. Subject to Annex 2 and Annex 8, Company shall guarantee that the Gas Engines provide a net guarantee output of 20.54MW (the "**Net Guarantee Output**"). The term of this Agreement is (2+1+1+1) year from the Commercial Operation Date, subject to renewal, by the agreement of both Parties;

(iii) Company shall arrange all required gas supply infrastructure including new gas pipe line, filtering skid, pressure regulation skid and metering skid, to get required amount and pressure of natural gas for the Power Plant from the existing gas supply infrastructure mentioned in Annex 1 at its own expense. The Company shall replace the existing gas meter located in the Myanma Oil and Gas Enterprise (MOGE)'s compound with the new gas meter in accordance with requirement of MOGE at its own cost in order to read the gas consumption of the Power Plant.;

(vi) Company shall, at its own cost, be responsible for completing all customs clearance and all other required formalities for the importation of the Gas Engines in a timely manner, provided that, EPGE shall be the importer-of-record/consignee with respect to the power plant and related equipment during the construction period, and shall assist the Company in this respect. Company shall bear all cost related to importation of the Gas Engines including actual shipping, transportation and loading costs. Any tax refund in connection with the export of the power plant and related equipment out of Myanmar following the term of this Agreement (including any extensions hereof) shall be entitled and paid to the Company;

(vii) Company shall be responsible for obtaining, and maintaining throughout the term of this Agreement, the requisite permits, approvals and licenses required under Myanmar laws and regulations to enable the Company (including the Company's Personnel) to perform its obligations under this Agreement, including (a) the inland transport of Gas Engines and (b) the conducting of electricity generation, in each case, as required hereunder, with EPGE providing assistance in this respect;

(viii) Company shall be responsible for, and arrange connection to 66 kV Bus by constructing new 66 kV transmission line and new 66 kV switch bay in the switch yard of Kyun Chaung power plant at its own cost. The ownership of new 66 kV transmission line and 66 kV switch bay shall be transferred to EPGE at the end of the term and the cost in relation with the maintenance of new 66 kV transmission line and 66 kV switch bay shall be borne by the Company during the Concession Period.

(ix) Company shall be responsible for, and arrange installation of, 1 primary and 1 back-up kilowatt hour meters on the outgoing feeder to meter power plant generation, and the specification and accuracy class of energy meter shall be provided by EPGE;

(x) Company shall commence generating electricity within 270 days after the Commencement Date (which shall be known and defined as the "**Original Commercial Operation Date**"), or if later, plus an extra day to the Original Commercial Operation Date for each day of Excusable Delays. The "Commercial Operation Date" of the power plant shall be achieved after (4) hours continuous operation at the Net Guarantee Output and at the actual heat rate during this 4 hours continuous operation (the "**Commercial Operation Date**"). To determine the actual output and actual heat rate of COD test of the power plant, energy meter reading of energy meter located at the new 66 kV switch bay in the switch yard of Kyun Chaung power plant and gas meter reading of the gas meter installed at the MOGE's gas yard in Kyun Chaung shall be used. The Commercial Operation Test shall be witnessed by Company and EPGE. The total gas consumption for the testing and commissioning shall be less than or equal to [8] mmscf. EPGE shall not pay for any electricity charge transmitted to the grid during the testing and

commissioning;

(xi) Company shall arrange the annual tests for the Net Guarantee Output and Net Guarantee Heat Rate which shall be witnessed by EPGE on the date which is the anniversary of Commercial Operation Date. If the result does not conform to the guaranteed values herein, Company shall rearrange the tests for the Net Guarantee Output and Net Guarantee Heat Rate within five (5) days;

(xii) Company shall ensure that there are sufficient back-up engines available in the event of break-down of some or all of the Gas Engines;

(xiii) If the actual heat rate exceeds the Net Guaranteed Heat Rate, Company shall be penalized for 150% of the actual cost of the additional gas consumed based on the rate paid by EPGE to the Myanmar Oil and Gas Enterprise ("**Additional Gas Cost**"). In furtherance of the foregoing, the actual cost of the additional gas consumed shall be calculated as follows:

(1) If the actual heat rate (Btu/kWh) for a month is equivalent to, or less than, the Net Guarantee Heat Rate, the cost of additional gas shall be zero; or

(2) If the actual heat rate (Btu/kWh) for a month exceeds the Net Guarantee Heat Rate, the actual cost of additional gas shall be calculated as follows:

[Actual heat rate for such month (Btu/kWh) – Net Guarantee Heat Rate (Btu/kWh)] * actual electricity delivered recorded on relevant electricity meter located at new 66 kV switch bay in the switch yard of Kyaun Chaung power plant for such month (kWh) * actual cost of gas incurred by EPGE (USD/mmBtu) / 1,000,000

Where,

Actual heat rate for such month = actual gas consumption recorded on MOGE's gas meter for such month / actual electricity delivered recorded on electricity meter located at the new 66 kV switch bay in the switch yard of Kyun Chaung for such month (kWh).

Actual cost of gas incurred by EPGE = 7.5 USD/mmBtu

The Company shall pay the Additional Gas Cost (if any) in MMK The Cost of additional gas (denominated in USD) shall be calculated based on the same USD: MMK (as defined below) exchange rate used in calculating the energy payment for such month in accordance with Clause 4(f).

(xiv) Company agreed to use the gas meter installed at the MOGE's gas yard in Kyun Chaung for measuring the gas consumption of the power plant;

(xv) Subject to any extension of the Original Commercial Operation Date hereunder for Excusable Delays, the Company shall pay a penalty of MMK 5,000,000 per day to EPGE, if the Company fails to achieve commercial operation by the Original Commercial Operation Date. If the penalty in the preceding sentence has accrued for more than thirty (30) days and remains unpaid, EPGE shall be entitled to deduct the amount of penalty payment from the energy payment payable to the Company in accordance to Annex 5 following Commercial Operations Date;

(xvi) Company shall submit weekly work progress reports every seven (7) days beginning fourteen (14) days after the Commencement Date;

(xvii) Company shall be responsible to run the power plant with black start facility to synchronize with Myanmar's national grid in case of blackout;

(xviii) Company shall dismantle the entire Gas engines power plant at its own cost within three (3) months after the earlier of: (1) expiry of the term of this Agreement (subject to extension/renewal) or (2) termination of this Agreement.

(xix) The Company shall submit scheduled outage and maintenance plan to EPGE at the start of the Commercial Operation Date and thereafter on each anniversary of the Commercial Operation Date over the term of this Agreement.

(xx) The Company shall pay the land use fee for the Power Plant at the rate of 2,023 USD per acre per year for the portion of land

actually used by the Power Plant. The first payment for land use fee shall be made by the Company to EPGE within thirty (30) days from the Commercial Operation Date. Thereafter the annual payment shall be made within thirty (30) days from each anniversary of the Commercial Operation Date. If the Company delays in the payment of the land use fee, the Company shall pay a penalty of 0.02% per day on the outstanding fee until full payment thereof.

4. **Payment Terms**

(a) The energy payment payable by EPGE to Company hereunder shall be calculated based on Annex 5.

(b) EPGE shall pay the requisite amount of energy payment on a monthly basis, and all amounts of energy payment payable under this Agreement shall be paid to Company' bank account set out in Clause 4(f).

(c) EPGE shall not pay any amount of electric energy more than the Guaranteed Electric Energy amount for High seasons and Low seasons as provided under Annex 5, unless the amount of electric energy more than the Guaranteed Electric Energy for High seasons and Low seasons is instructed by EPGE or the load dispatch center. In the first week after the end of each season, all Parties shall determine the amount of excessive electric energy generated by mutual agreement.

(d) Company shall send invoice to EPGE for payment of the monthly energy payment based on Annex 5. If there is no objection to the amount invoiced within three (3) business days of receipt of the relevant invoice, the amount invoiced shall be deemed as having been approved by EPGE, and EPGE shall pay the invoiced amount by account transfer within thirty (30) days from the date of receipt of such invoice. In respect of invoices issued for energy payment where the invoiced amount exceeds the actual energy payment amount, the invoiced amount in excess shall be set-off from the immediately succeeding monthly invoice. If any dispute arises on the amount of energy payment invoiced, EPGE shall pay the undisputed amount, and the Parties shall negotiate settlement of the disputed amount.

(e) Subject to Annex 5, Company shall pay all applicable taxes in accordance with Myanmar laws.

(f) Company shall hold its bank account at either: (i) Myanmar Economics

Bank in Naypyitaw or (ii) Myanmar Economics Bank No.3 in Yangon to receive energy payment made by EPGE and pay its expenses locally, and EPGE shall provide Company assistance necessary to transfer the energy payments deposited in any such bank account to a commercial bank in Myanmar selected by the Company. Notwithstanding the foregoing, if Company is unable to open its bank account at either subclause (i) or (ii) above for any reason whatsoever, it may hold its bank account at United Overseas Bank in Yangon. With respect to the energy payments set out in this Agreement, EPGE shall make the energy payments set out in this Agreement in Myanmar Kyat (**"MMK"**) equivalent of the payment that is denominated in US Dollars, based on the official USD:MMK exchange rate published by the Central Bank of Myanmar on the date of payment. EPGE shall provide the Company assistance as necessary to enable the exchange of MMK into USD for purpose of repatriation out of Myanmar.

(g) Within fourteen (14) days following the signing date of this Agreement, the Company shall deposit a Performance Bank Guarantee (PBG) in the amount of USD two hundred thousand only [USD 200,000] passed through Myanmar Foreign Trade Bank (OR) MMK three hundred million [MMK 300,000,000] from any bank in Myanmar approved and accepted by Central Bank of Myanmar, which shall be valid for (30) days after the Original Commercial Operations Date. At the time of providing the Performance Bank Guarantee to EPGE by the Company, EPGE shall return the bid Security to the Company. The Performance Bank Guarantee shall be returned to the Company within ten (10) business days after the successful completion of the Commercial Operation Date.

(h) In respect of any extension of the Original Commercial Operation Date the Performance Bank Guarantee shall be extended and valid for (30) days after the Commercial Operation Date.

(i) After the Commercial Operation Date, EPGE shall deduct for electricity consumed by the Company from the grid for purpose of operating the Power Plant from the electricity exported.

(j) Within 14 days after the end of each month, the representatives of the Parties shall meet at the Site to determine the amount of electricity the Company cannot produce due to planned and forced outage of the power plant, system breakdown, transmission line fault, unavailability of Gas Supply and other events. The representatives of the Parties shall

record such determination in writing and sign on the same after the amount of electricity has been finalized.

(k) The Parties shall settle any take-or-pay at the end of each season. Any payment due to EPGE shall be adjusted to the energy payment in the following month. Any payment due to the Company shall be made in accordance with Clause 4 (m).

(l) EPGE shall be entitled to retain up to 30% of the energy payment for the last month of the Term for a period of two (2) months, which amount shall be released to the Company thereafter. The exact amount to be retained by EPGE shall be subject to good faith negotiations between the parties based on the historical Additional Gas Cost (if any) paid to EPGE by the Company. EPGE shall be entitled to deduct any amount payable to EPGE by the Company from the foregoing retained amount.

(m) EPGE shall send credit note to the Company for any penalty payment incurred by the Company to EPGE including but not limited to the COD delay penalty pursuant to clause 3 (b) xvi, the Cost of Additional Gas pursuant to clause 3(b)(xiii) and any take-or-pay pursuant to Annex 5. If there is no objection to the amount in credit note within five (5) business days of receipt of the relevant credit note, the amount shall be deemed as having been approved by the Company, and the Company shall pay the amount mentioned in the credit note by account transfer to EPGE's bank account within thirty (30) days from the date of receipt of such credit note. If the Company do not pay the amount mentioned in the credit note within thirty (30) days from the date of receipt of such credit note, EPGE shall be entitled to withhold the energy payment. If any dispute arises on the amount mentioned in the credit note, the Company shall pay the undisputed amount, and the Parties shall negotiate settlement of the disputed amount.

5. Compensation for Breach

(a) The "take or pay" settlement shall be calculated based on seasonality in accordance with Annex 5.

(b) In the event of EPGE's system failure or total blackout, the Company shall restore full operation of the Gas Engines within twenty (20) minutes upon receiving power from the national grid.

(c) Within twenty (20) days after the Commencement Date, Company shall submit the work program to be carried out, failing which, the Company

shall pay United States Dollar Three Thousand (USD 3,000) per day as penalty fees.

6. **Term of the Agreement**

(a) The term of this Agreement shall be effective from the date of signing of this Agreement. If the extension of the term or the termination of the term is not made in accordance with this Agreement, this Agreement shall be valid for sixty (60) months commencing on the Commercial Operations Date.

(b) EPGE shall give three (3) months in advance notice to the Company for the availability of gas supply before the end of second year of the term of this Agreement. Both parties agree to terminate this Agreement if availability of gas supply will not be guaranteed for the remaining period of the term of this Agreement.

(c) Notwithstanding mention in Clause 6 (a) & (b), EPGE shall be responsible for the gas supply of five (5) MMSCFD for the first two years of the term of this Agreement.

(d) If the term of this Agreement is agreed to be extended by both Parties and provided that EPGE shall provide a three (3) months' advance notice, the term shall be extended.

7. **Title to Gas Engines and Equipment.**

(a) All the Gas Engines procured by Company in performing its obligations hereunder shall at all times be and remain, solely and exclusively the property of Company, and no right, title or interest in any of the Gas Engines shall pass to EPGE or any third party at any time or under any circumstances under this Agreement. The Gas Engines are, and shall at all times remain, personal property of the Company, notwithstanding that the Gas Engines and related equipment and supplies or any part thereof may now be, or hereafter become, in any manner affixed or attached to any personal or real property located at the Site or otherwise.

(b) The Parties hereby confirm their intent that this Agreement shall constitute provision of required services only and does not constitute or be characterized as an engine or equipment sale or financing transaction or other business investment or enterprise. The Parties are not anything other than that of power producer and purchaser, and the Parties do not intend in any manner to change or to impact the

ownership of the Gas Engines and related equipment and supplies by the Company.

8. Defaults

(a) EPGE shall be in default under this Agreement (an "**EPGE Default**") upon the occurrence of any of the following events:

(i) The energy payment, unless disputed, is not paid within forty-five (45) days from the date of the invoice, or

(ii) EPGE is in breach of any obligation for which this Agreement does not provide exclusive remedies; provided that: (A) the Company shall first have provided EPGE with written notice of the nature of such breach and of the Company's intention to terminate this Agreement as result of such breach, and (B) EPGE shall have failed within forty-five (45) days after receipt of such notice (or such extended period as is mutually agreed) either (1) to commence to cure such breach and diligently thereafter to pursue such cure, or (2) to provide reasonable evidence that no such breach has occurred.

(b) Upon the occurrence of any EPGE Default, the Company may terminate this Agreement in accordance with Clause 9 of this Agreement

(c) The Company shall be in default under this Agreement (the "**Company's Default**") upon the occurrence of any of the following events:

(i) The actual heat rate of the power plant exceeding the Net Guaranteed Heat Rate by more than five percent (5%) for more than three (3) consecutive months during the terms of the contract;

(ii) Company failing to maintain Net Guaranteed Output more than one (1) month during the "High season", as determined in Annex 5;

(iii) Company fails to comply with environmental standard pursuant to local or international rules and regulations of environmental and social impact during the term of this Agreement, or

(iv) Company is in breach of any obligation for which this Agreement does not provide exclusive remedies, provided that: (A) EPGE shall first have provided the Company with written notice of the nature of such breach and of EPGE's intention to terminate this Agreement as result of such breach, and (B) the Company shall

have failed within forty-five (45) days after receipt of such notice (or such extended period as is mutually agreed) either (1) to commence to cure such breach and diligently thereafter to pursue such cure, or (2) to provide reasonable evidence that no such breach has occurred.

(d) Upon the occurrence of any the Company Default, EPGE may terminate this Agreement in accordance with Clause 9 of this Agreement.

9. Termination

(a) If this Agreement is terminated before the stipulated period for sixty (60) months (as extended/renewed hereunder) due to an EPGE Default, EPGE shall remain obligated to pay the remaining amount of the energy payment to the Company set out in Annex 5, but maximum termination amount payable to the Company shall be based on energy payments payable for a forty-five (45) month period. Such remaining amount shall be paid in a lump sum within thirty (30) business days after the termination of this Agreement. EPGE shall not be liable to pay any termination payment in case of the Company's Default. For the avoidance of doubt, this Clause shall survive the termination of this Agreement.

(b) The Company shall not terminate this Agreement other than for EPGE Default.

(c) EPGE shall not terminate other than for the Company's Default.

(d) In the event of breach, the other party shall provide formal notice of a breach, after which, the breaching party shall have sixty (60) days to cure this breach before the non-breaching Party may exercise its right to terminate this Agreement.

(e) This Agreement can be terminated if both Parties agreed mutually to terminate it or if either party is being affected by any Force Majeure (as defined below) event for more than 180 days consecutively.

10. Remaining rights after termination of this Agreement.

All the rights and obligations of the Parties accrued prior to the expiration or termination of this Agreement and the confidentiality and indemnity provisions shall survive the expiration or termination of this Agreement. No other rights and obligations provided herein shall be effective after the expiration or termination of this Agreement.

11. Force Majeure

(a) The term "Force Majeure" means restrictions of the government (political force majeure), earthquakes, fire, floods, storms, riots, water risk, strikes, war, lookouts, industrial disturbance, plagues, landslide, cyclone, lightning, explosion, civil unrest, blockades and other causes similar to the kind herein enumerated which are beyond the reasonable control of either Party and which, notwithstanding the exercise of due care and diligence, cannot be overcome by either Party.

(b) If either Party is temporarily rendered unable wholly or partly by Force Majeure to perform its duties or accept the performance by the other Party under this Agreement, it is agreed that the affected Party shall give notice to the other Party within fourteen (14) days after the occurrence of the cause relied upon, giving full particulars in writing of such Force Majeure. The duties of such Party as are affected by such Force Majeure shall be suspended (except in the instance of political force majeure, in which case EPGE shall continue to pay the requisite energy payment) during such period of the continuance of the disability so caused, provided that the Party affected shall as far as possible, within its control recover from the effects of such Force Majeure event with all reasonable dispatch.

(c) Neither Party shall be responsible for any delays, damage or loss caused by Force Majeure.

12. Excusable Delay

Company shall not have any liability to EPGE or shall not be considered to be in breach of any of its obligations under this Agreement for any delay in the commencement of commercial operation to the extent that such delay (an "**Excusable Delay**") is a direct or indirect result of any of the following:

(a) If this Agreement has not become effective within one hundred and fifty (150) days from the Commencement Date by reason solely attributable to the EPGE;

(b) Any delay in issuing any required permit, license or approval, for which EPGE is responsible;

(c) EPGE fails to make the Site available on or before the Commencement Date;

(d) EPGE fails to make available the natural gas as required hereunder according to Clause 3(a)(iii);

(e) EPGE fails to comply with its obligations respecting the Site (including

the granting of access and use rights) according to Clauses 3(a)(i), (iii) and (vi); or

(f) An occurrence of a Force Majeure event.

If there is an Excusable Delay, the Original Commercial Operation Date shall be extended for each day of the Excusable Delay.

13. Confidentiality

The Parties to this Agreement shall keep secret and confidential and shall not disclose the terms and conditions of this Agreement or any other confidential, financial or trading information relating to the other Parties during the term of this Agreement and following the expiration or termination hereof, whether to their respective officers, directors, employees, agents, contractors, sub-contractors or otherwise save (i) as expressly provided in this Agreement; (ii) with the prior consent of the other Party; (iii) for project financing purpose of the Company; or (iv) for information which are already in the public domain or in the possession of the receiving Party prior to its disclosure.

14. Representations and Warranties

Each Party hereby warrants and represents to the other Party as follows:

(a) It is duly registered in the jurisdiction of its address in the Preamble hereto, validly existing in such jurisdiction and has the power to execute this Agreement.

(b) All of the formalities required by it consistent with its obligations (and subject to the other Party's obligations) for the conclusion and performance of this Agreement are complete and legally effective.

(c) There is no judgment, ruling, verdict or administrative action from any court, arbitral tribunal, administrative intervention agency that substantially affects its performance of this Agreement when it is executed.

(d) The internal authorization required by it to execute this Agreement has been completely obtained; the persons signing this Agreement are its legal or authorized representatives. This Agreement shall be legally binding upon it after becoming effective.

15. Amendments

This Agreement shall not be amended, save with the written consent of both the Parties.

16. Transfer of Obligations

No Party shall assign or transfer rights and obligations, wholly or partially, without the written consent of the other Party,. If the transferor can prove that the proposed transferee has sufficient financial and technical capabilities to perform the rights and obligations under this Agreement, the non-transferring party shall not withhold or delay the provision of its consent to such transfer.

17. Mutual Agreement

This Agreement is made and executed in English language only. Each Party retains one executed original counterpart both of which shall be deemed to be originals of this Agreement and shall be deemed as being one and the same. This Agreement is for the benefit of the Parties herein and shall be binding on the successors and representatives of the Parties herein. This Agreement shall not be presumed to give rise to any responsibilities to third parties.

18. Indemnification.

Subject to the limitations set forth elsewhere in this Agreement, each Party shall indemnify and hold harmless the other Party from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses or disbursements (including all reasonable legal fees and expenses, but excluding any incidental, consequential or punitive damage) of any kind and nature whatsoever that may at any time or times be actually imposed on, incurred by, or asserted against any of them (whether or not also indemnified against by any other person) ("**Losses**") as a result of:

(a) any breach by a Party of its obligations under this Agreement;

(b) any breach by a Party of its representations and warranties under this Agreement; or

(c) claims of any kind (including claims based on personal injury or property damages) asserted against a Party by any third parties arising from any act or omission of the other Party.

Notwithstanding the foregoing, the other Party shall use its commercially reasonable efforts to mitigate any and all of its Losses arising out of or resulting from such breach, act or omission.

19. Waiver of Immunity

To the extent that either Party may, in any jurisdiction, claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process, such Party agrees not to

claim, and hereby waives, such immunity to the fullest extent permitted by the laws of that jurisdiction, intending in particular, but without limiting the generality of the foregoing, that this waiver shall apply in any proceedings occurring in Myanmar.

20. Dispute Resolution

Any dispute arising from this Agreement shall be resolved amicably through negotiation between the Parties. If resolution cannot be obtained in such manner, resolution shall be sought through final and binding arbitration. The arbitration proceedings shall be conducted in accordance with the UNCITRAL Arbitration rules in effect at the time when the arbitration proceedings are commenced and are hereby incorporated by reference into this clause. The place of arbitration shall be Nay Pyi Taw. The language of arbitration shall be English. Costs of arbitration shall be borne by the losing Party.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Union of Myanmar, without regard to its principles of conflicts of law.

22. Guaranteed Technical Parameters of the Power Plant

The Guaranteed Technical Parameters for Power Plant are provided at Annex 8.

23. Renegotiation

In the event that any situation or condition arises due to circumstances not envisaged in this Agreement and warrants amendments to this Agreement, the Parties shall re-negotiate and make the necessary amendments.

24. Miscellaneous

EPGE confirms that this contract has been prepared and finalized in accordance with the comments of Ministry of Planning and Finance, Ministry of Commence, the Attorney General's Office and the Central bank of Myanmar and signed by the permission of the Cabinet of the Government of the Republic of the Union of Myanmar.

25. Annexes

The Annexes attached to this Agreement are herby made an integral part of this Agreement.

The Annexes are:

- Annex 1 The Site
- Annex 2 Gas Specifications
- Annex 3 Dispatch Procedures
- Annex 4 Technical Specifications
- Annex 5 Payments and Tariffs
- Annex 6 After Delivery Services
- Annex 7 Company's Designated Bank Account
- Annex 8 Guaranteed Technical Parameters for Power Plant
- Annex 9 Capability Comply with Regulation of Health and Safety
- Annex 10 Invoice format

26. Notices

(a) Any notice or other communication in connection with this Agreement or with any arbitration under this Agreement shall be in writing in English (a "**Notice**") and shall be sufficiently given or served if delivered or sent:

In the case of Electric Power Generation Enterprise to:

Address	:	Building No.27,Naypyitaw, Myanmar
Email	:	hpgemd@moep.gov.mm
Facsimile	:	+95 67810 4292
Facsimile	:	+95 678104290
Attention	:	U Khin Maung Win Managing Director
Copy to	:	U Han Zaw Chief Engineer, Thermal Power Department

In the case of the Company to:

Address	:	Unit 2701-05, 27/F., Office Tower 1, The Harbourfront , 18-22 Tak Fung Street, Hunghom, Kowloon, Hong Kong
Email	:	earnest.cheung@vpower.com; oscar@vpower.com;
Facsimile	:	
Attention	:	Earnest Cheung, Chief Commercial Officer Oscar Ng, Senior Regional Manager

With a copy to:

Zeya & Associates Co. Ltd.

Position	:	Managing Director/CEO
Name	:	Zeya Thura Mon
Email	:	zeya@rgkzna.com
Office	:	+95-1-534845-6

Or (in either case) to such other address or fax number or email address as the relevant party may have notified to the other in writing in accordance with this clause.

(b) Any Notice may be delivered by hand or sent by fax. Without prejudice to the foregoing, any Notice shall conclusively be deemed to have been received the next business day, if sent by fax, or at the time of delivery, if delivered by hand or at the time of transmission. Email shall be used as information only.

The duly authorized representatives of each of the Parties have signed this Agreement at the place and on the date written above, and in the presence of witnesses.

[*Remainder of page intentionally left blank; Signatures on following pages*]

For and on behalf of EPGE

U Khin Maung Win
Managing Director

For and on behalf of the Company

Oscar Ng
Senior Regional Manager

Witnesses

Daw Aye Aye Mon
General Manager
Finance Department, EPGE

U Aung Thu Htoon
Executive Director
Zeya & Associates Co., Ltd.

U Soe Win
Chief Engineer
Thermal Power Department,EPGE

Annex 1
The Site



Annex 2
Gas Specifications

SHWE Gas Composition

As attached

Gas Specification	
Inland Gas Composition	
Component Name	**Mole Percent**
Methane	96.48
Ethane	2.22
Propane	0.7
iso-Butane	0.38
n-Butane	0.11
iso-Pentane	0.09
n-Pentane	0.01
Hecane Plus	0
CO2	0
C3+C4	0
TOTALS	**100**
Gross Calorific Value = 965 Btu/cf	

Annex 3

Dispatch Procedures

1. The Company acting through Company Personnel shall declare daily capacity available and required gas volume for dispatch twenty (24) hours ahead of the dispatch period ("Declared Capacity").
2. The Company acting through Company Personnel shall maintain a dispatch log detailing declared availability and nominated power production.
3. Under a day ahead dispatch regime, for each day EPGE shall nominate the required hourly power production from the Gas Engines for the next day ("Nominated Capacity"), and to the extent it is technically feasible for safe operation of the grid, EPGE shall nominate power in volumes to allow for optimal fuel consumption efficiency of the facility. This means, to the extent feasible, the dispatcher will nominate power in engine blocks which will allow each engine to operate at full load.
4. Should EPGE require adjustment to this dispatch schedule after their original nomination, the Company shall use its commercially reasonable efforts to amend the production schedule.
5. Communications between the Company and EPGE shall take place by phone and written correspondence. Phone and call charges shall be paid by the Company.
6. Prior to the Original Commercial Operation Date, the Parties shall agree on communications metering (electrical and natural gas) and protection settings procedures. Unless the Parties agree otherwise EPGE meter shall be used for billing purposes.

Annex 4

Technical Specifications

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EXH5-02 Description of Equipment and Services

**** Details refer to Technical Description Manual**

Item	Description
Containerized Gas Generating Set	ISO 20 foot HC SOC Container 16V4000GS-ORC Total Output 1650kWe Scope of Devices: - HSG Basic Generating Set and Engine: • German Made MTU Onsite 16V4000 GS Generating Set ; • Continuous Rating 1562kWe @ 400V 50Hz, pf=1.0, in GRID OR ISLAND parallel operation (acc. DIN ISO 3046 ICFN); • When operating with natural gas, Methane Number ≥ 80, gas composition refer to Bidder' Reference Documents; - Extend With ORC Heat Recovery Power Generation Module, Output 88kWe - Ventilation system - Acoustics intake/discharge silencer - European made Table type typical radiator includes 6 EC fan/fan motors (with variable speed control device), HT & LT Cooling pumps, Expansion Tanks, thermostat electric 3-way valve and etc. - 3200A 3P ACB with Breaker Panel - MMC-4000 Control and monitoring unit and room control functions - MCC Control Wall mounted Panel, Temp/pressure sensor - Residential type Exhaust Silencer - Lead acid Battery N200 - 100L Lube oil auto refill system - Oil drain system - Engine coolant pre-heating system - Gas pressure Reducing regulator, gas chain 4Bar-0.2Bar
Other Container	- Control Room - Switchgear Room - Accommodation Room - Storage Room - Black start diesel gen-set - Meeting Room - Mobile Workshops

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Ref : VP- 20190726 (G02)

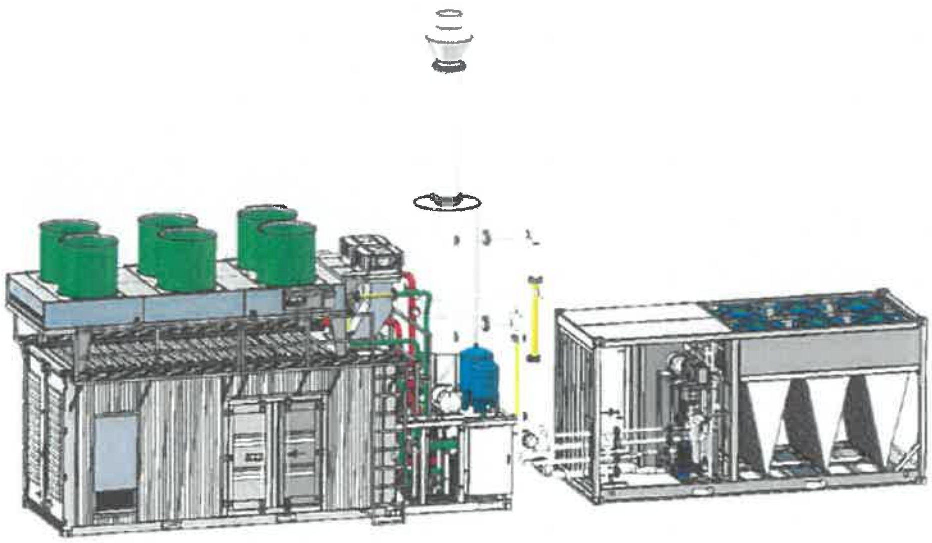
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16V4000GS-ORC

General description

- VPower gas Containerized generating set of electrical power TOTAL output 1650kWe
  1562kWe, 400V, 50Hz , Pf=1, powered by MTU engine 16V4000GS
  ORC electrical power 88kWe, 400V, 50Hz , Pf=1, powered by ORC
- Central control system for whole system control, regulation, diagnosis and protection
- International Standard Containers

Model		16V4000GS
Genset - alternator terminal (380-400V)	kWe	1562
ORC installed Output Gross	kWe	88.0
Genset - alternator terminal with ORC (380-400V)	kWe	1650
Correction Factor (Grid mode)		1
COP Base load Rating		100%
Fuel input	kWm	3651
Engine Power - Elect	kWm	1600
ORC installed Output NET	kWe	65.7
Genset - alternator terminal (380-400V)	kWe	1628
Efficiency - Elect (Alternator terminal)		44.6%



Annex 5
Payments and Tariffs

5.1 Gauranteed Electrical Energy production

From the Commercial Operation Date to the expiration or termination of the term of this Agreement, the Guaranteed Electrical Energy delivered to EPGE System and "take or pay " shall be apply the Figure as mentioned below

Table 5.1 Guaranteed Electrical Energy for a complete calendar year

Net Guarantee Output (MW)	Available Hour	Delivered to Grid (MWH)	Guarantee amount for high season (MWH)	Guarantee amount for low season (MWH)
20.54	6,570	134,948	70,247	64,701

- High Season means, for any given calendar year, a period of up to five (5) consecutive months, determined by EPGE and notified the Company in writing by no later than 15 January of each calendar year as being "high season" for that calendar year for the purpose of this agreement, provided that no such notice is given in any calendar year, the "high season" for that calendar year will be the period from 1st February to 30th June (both date inclusive) in that calendar year.
- Low Season means all times during any calendar year other than high season.

- The Guarantee amount for high season and low season shall be prorated basis for the first year and last year of the contract term.

5.2 Guaranteed Electrical Energy Production for High and Low Season

EPGE divided the year as high season and low season, and the Company shall produce, on behalf of EPGE, the energy guarantee amount described in Table 5.1. The Guaranteed Electrical Energy shall be specified as "Guaranteed Electrical Energy for Project Term" for each period. Take or pay amount shall be considered for high season and low season separately.

5.3 Energy Settlement and Guaranteed Off-Take Energy Settlement

From the Commercial Operation Date to the expiration or termination of the term of this Agreement, the Company shall charge EPGE and EPGE shall pay the Company energy payments as follows:

<u>Payment for the month:</u>

Energy Settlement = A * T

A = Actual Delivery Electrical Energy to EPGE System (MWH)

T = Tariff (Energy payment) shall be [25.7] (USD per MWH)

The above tariff is inclusive of 2.5% withholding tax and 5% commercial tax. In the event that withholding tax and/or commercial tax on energy payment are exempted or changed, tariff shall be adjusted accordingly.

If withholding tax is applicable, EPGE shall deduct withholding tax and make payment to the tax authority on behalf of the Company . EPGE shall provide the copy of documentation evidencing that the payment of withholding tax in relation to each energy payment invoice has been made to the tax authority to the Company as soon as practicable.

If commercial tax is applicable, the Company make payment to the tax authority and shall provide the copy of documentation evidencing that the payment of commercial tax in relation to each energy payment invoice has been made to the tax authority to EPGE as soon as practicable.

Semi-Annually "Take or Pay" Settlement:

Provided the Payment for the month had been fulfilled, at the end of high season and low season within 14 days, the Company and EPGE shall hold a meeting to settle the generation and payment in the following methods.
If $A \geq G$, EPGE takes and the Company dispatch electrical energy actually delivery to the system is more than the Guaranteed Electrical Energy, there has not any shortfall for both Parties and any other take or pay is not occurred.
If $G-A > 0$, EPGE take and the Company dispatch electrical energy actually delivery to the system is less than Guaranteed Electrical Energy amount (MWH), and the payment shall be calculated and paid as follows:

$$\text{Top up amount} = (G - A - D_{Company}) * T$$

G = Guaranteed Electrical Energy amount (MWH)
$D_{Company}$ = the Company fails to delivery such electrical energy generation to EPGE due to the forced outage of generation equipment that is solely attributable to the Company's default (kWh), which is calculated as: default hours * (Guaranteed Electrical Energy amount for high or low season / high or low season calendar hour)
A = Actual Delivery Electrical Energy to the System (MWH)

If result of above equation is positive, EPGE shall pay above Top up amount to the Company.

For the force outage of the Company that is solely attributable to the Company's default ($D_{Company}$), and the Company shall pay the liquidated damages to EPGE as follows:
In high seasons, the liquidated damages shall be one hundred percent (100%) of the shortfall amount of the energy generation (100% x $D_{Company}$ x Tariff).
In low seasons, the liquidated damages shall be Ten percent (10%) of the shortfall amount of the energy generation (10% x $D_{Company}$ x Tariff).

5.4 Excess Energy Payment:
If the Actual Delivery Electrical Energy to EPGE System (MWH) exceeds the Guaranteed Amount for each season specified in table 5.1 above, EPGE shall purchase such exceeding generation unit with the tariff (energy payment) of 25.7 (USD per MWH).

Annex 6
After Delivery Services

The Company shall, by itself and/or through a qualified contractor, assist EPGE by providing the following services (collectively, the "After Delivery Services"):

(a) construction, installation, commissioning, operation and maintenance of the Gas Engines;
(b) carry out the civil engineering works, and to design and construct the foundation and Control Room to install and run the Gas Engines;
(c) carrying out all the matters relating to acquisition of lubricant/battery/ water supply for cooling system/minor repairs/major repairs, maintenance and cleaning with effect from the Commercial Operation Date;
(d) administration of the Lessor Personnel according to applicable labour laws;
(e) subject to Annex 2 and Annex 4, Lessor Personnel under the control of the Company shall, assist EPGE to run the Gas Engines and generate the guaranteed electric power supply twenty-four (24) hours continuously in accordance with the Dispatch Procedures in Annex 3
(f) synchronizing the Gas Engines to provide for Parallel Base load Operation simultaneously to generate power through Lessor Personnel.

<u>Annex 7</u>

Company's Designated Bank Account

Bank Name :

Bank Address :

Phone No. :
Account Name :

Account No. :

Annex 8

Guaranteed Technical Parameters for Power Plant

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EXHIBIT 5: TECHNICAL DATA AND SUBMITTTAL

Technical Proposal for Rental Service **Form 1**

SR	Description		Offer
1	Installed capacity MW-(No. of Unit x MW/Unit)		1.65 MW x 14 units, Total 23.10 MW
2	Net guarantee output MW- (No. of Unit x MW/Unit) at site condition		1.58 MW x 13 units, Total 20.54 MW
3	Generator output voltage (V)		400V
4	Net efficiency (%) (plant overall)	50% load	38.1%
		100% load	38.1%
	Net guarantee heat rate (Btu/kwh) (plant overall) (at any site condition based on higher heating value)	50% load	8,952
		100% load	8,952
	Fuel cost (US cents/kwh) = Net guarantee heat rate (Btu/kwh) * gas price (USD/MMBtu)/10,000	50% load	6.71
	Fuel cost (US cents/kwh) = Net guarantee heat rate (Btu/kwh)*gas price (USD/MMBtu)/10,000	100% load	6.71
5	Number of total running unit		13 Units
6	Number of reserved unit/machine model		1 Units/ MTU 16V4000GS
7	Maker @ Country of origin		RRPS MTU OEG or Equivalent, German / European
8	Land requirement for power plant and new switch bay		6700 m² (1.66 Acre) Details refer to our Technical Proposal EXH-5-04
9	Site layout plan		Details refer to our Technical Proposal EXH-5-04
10	Construction period (After issuing the letter of agreement)		Details refer to our Technical Proposal EXH-5-07
11	COD (After issuing the letter of agreement)		270 days
12	Proposal for required new switchbay and transmission line facility		Details refer to our Technical Proposal EXH-5-05
13	Proposal for required new gas supply infrastructure		Details refer to our Technical Proposal EXH-5-06
14	Required gas pressure of power plant		Genset entrance: 0.18 – 0.25 bar Recommend the entrance at Plant:

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		6 inch pipe by 33bar
15	Transformer voltage ratio, capacity, vector group, maker and country of origin(for low voltage side)	0.4/33 kV, 3.6 MVA x 7 Nos, YNd5 Pearl or Equivalent China.
16	Transformer voltage ratio, capacity, vector group, maker and country of origin(for high voltage side)	33/66KV, 28MVA three-phase x 1 Nos, YNd11; Pearl or Equivalent China.
17	Maker & Country of origin for switchgear (for low voltage side)	VPower, China / Singapore
18	Maker & Country of origin for switchgear (for high voltage side)	ABB / Eaton, China
19	Island mode	Can operate in both Island Mode and Grid Mode separately. Need to closely work with dispatch center of EPGE for Island mode.

Gas price shall be assumed as 7.5(USD/MMBtu) to calculate the fuel cost(USD/kWh).

For and on behalf of
VPower Group Holdings Limited

Ng Wing Fai Oscar
Senior Regional Manager
Authorized Representative
Hong Kong
26th July 2019

For and on behalf of
VPower Holdings Limited

Ng Wing Fai Oscar
Senior Regional Manager
Authorized Representative
Hong Kong
26th July 2019

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EPGE G 01/2018-2019

TENDER DOCUMENT
EXHIBIT 9 - 01
Health & Safety MANAGEMENT PLAN PRELIMINARY

SUBJECT :	Health & Safety Management Plan Preliminary
Doc. No. :	EXH9-01
Project Reference :	TBA
Reference Drawings and/or Data :	As attached

Issue	Descriptions	Date	Prepared By	Checked By	Approved By
A	Issued for Tender	05/02/2018	SBI	NWO	

CONTENTS

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06 05:

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1 OVERVIEW

1.1 PURPOSE AND SCOPE

This Project Health & Safety Management Plan outlines the Health and Safety aspects of all Company and its Sub-Contractor/Vendor activities.

1.2 SCOPE OF WORK

EPC for the Kyun Chaung Power Plant.

2 REFERENCE

2.1 POLICIES, PROCEDURES AND DOCUMENT

Company is committed to achieving high standards of environmental health and to providing a safe and healthy workplace for our employees and Sub-Contractors.

We will comply with all applicable regulatory requirements as a minimum and implement programs and process to achieve greater protection, where appropriate. We will work with stakeholders to develop responsible laws, regulations and innovative programs that provide safeguards for the community, the workplace and the environment while providing flexibility to meet the needs of our business.

2.2 HEALTH & SAFETY PRACTICES SCOPE AND PURPOSE

The aim of this Project Health, Safety and Environmental (Health & Safety) Management Plan is to provide a reference guide to the Health & Safety management strategies and processes that will be adopted by Contractor during the life of this Project. This Management Plan specifies the management practices and procedures to be followed to enable the Project Team to successfully complete the Project injury free and without environmental incident.

The Project Team are responsible to ensure that they are fully conversant with the Health & Safety management systems as defined in this plan, and to comply with them throughout the project. The Project Manager will review the performance of the Health & Safety system and where necessary, modify procedures and practices safe working methods that eliminate or reduce exposure to unwanted injury or events.

This Health & Safety Management Plan is applicable to all personnel working on this Project, including all Sub Contractors and visitors.

We seek a healthy and safe workplace, free of occupational injury and illness. We emphasize individual responsibility for safety by all employees and at all levels of management. We expect employees to report potential safety hazards and issues and be involved in implementing solutions. We will not conduct any operation without adequate safeguards. To maintain a safe work environment, employees are prohibited from processing or using illegal drugs on project premises or reporting to work under the influence of illegal drugs or alcohol.

We will be responsible members of the communities in which we live and work. We will continue to expand our knowledge and understanding of the effects of our operations on safety, health and environment. We are committed both to continuous improvement in our operations and sharing the knowledge that we gain with our employees, COMPANY, the communities in which we live and work, the scientific community, government and industry.

We will establish and maintain appropriate controls, including periodic review, to ensure that this policy is being followed.

Other documents shall be read in conjunction with the following:

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- Client Health & Safety Requirements
- Health & Safety Requirements
- Company Health & Safety Management Standard
- Company Hazard identification and Risk Assessment – Control
- Company Environmental Management
- Company Contractor Management
- Company Accident – Incident Management
- Company Job Safety Analysis
- Project Field Site Induction
- Project Emergency Response Plan
- Company Health & Safety Work Instruction

2.3 DEFINITION AND ABBREVIATION

ALARP	:	As Low As Reasonably Practicable.
ASA	:	Advance Safety Audit
ASAP	:	As Soon As Possible
AS/NZS/ISO	:	Australian Standard/New Zealand Standard/International Standard.
Audit	:	A systematic and independent examination or review of all or part of a Project or operation to determine whether activities and related results comply with COMPANY established systems, and whether these systems have been implemented effectively and are suitable to achieve the Project Health & Safety objectives.
Client	:	Ma'aden Mansourah Massarah Gold Project Power Plant
Competent Person	:	A person who has acquired through training, qualification, or experience, or a combination of these, the knowledge and skills, qualifying that person to perform specified tasks
	:	Pacific Pty Ltd.
Environment	:	Surroundings in which an organization operates, including air, water, land and natural resources, flora, fauna, humans and their interrelation.
EPC	:	Engineering, Procurement, and Construction
Contractor	:	VPower
FAI	:	First Aid Injury
CRC	:	Chemical Resistant Clothing
Hazard	:	Any agent, source or situation with the potential to cause injury, damage, loss or adverse environmental impact.
HAZOB	:	HAZard OBservation report.
HAZID	:	HAZard Identification.
HAZOP	:	HAZard and OPerability study.
HE	:	Heavy Equipment
Health & Safety	:	Health Safety and Environment.
Health & SafetyMP	:	Health, Safety and Environmental Management Plan.
Health & SafetyMS	:	Health, Safety & Environment Management System.
HR	:	Human Resources

Impact	:	Any adverse change to a procedure, process, operation or the environment wholly or partially resulting from the activities, products or services of the COMPANY or others.
Incident	:	An event or situation which results in damage or has the potential to cause injury or illness, financial loss or liability or environmental impact.
Injury	:	Means any injury or medical condition sustained by any person in the workplace that requires or may require first aid or medical treatment.
Job Safety Analysis	:	An analysis of the tasks or activities undertaken in a job or process to ensure any risk associated are identified and controlled.
KPI	:	Key Performance Indicator.
LTI	:	Lost Time Injury.
LV	:	Light Vehicle
Monitor	:	To check, supervise, observe, or record the progress of an activity, action or system in such a manner to assess compliance or identify change.
MSDS	:	Material Safety Data Sheet
MTI	:	Medical Treatment Injury.
PMP	:	Project Management Plan.
PPE	:	Personal Protective Equipment.
RDI	:	Restricted Duties Injury
Reportable Injuries	:	Includes the following injury classifications: lost time, restricted duties and medical treatment injuries.
Risk Assessment	:	An evaluation of the potential of something happening during a work process that shall have an impact upon objectives. It is measured in terms of consequences and likelihood.
Risk Management	:	The systematic application of management policies, procedures and practices to the tasks of identifying associated risk through analyzing, assessing, treating and monitoring work processes or activities.
Safety	:	A state in which the risk of harm (to persons) or damage is limited to an acceptable level.
SLA	:	Safety Layer Audit
SWA	:	Stop Work Authority
SWO	:	Safe Work Observation

3 HEALTH & SAFETY MANAGEMENT SYSTEM

3.1 PROJECT HEALTH & SAFETY OBJECTIVE AND TARGET

Zero Accidents is the overall target of the COMPANY and the Contractor of this project. The Zero Accidents target performance brings value and most importantly personnel security and safety to all project personnel.

Contractor is committed to implement a strong Safety (Health & Safety) management system. In addition, we will develop preventive actions for any possibility which may harm people, damage property, work tools / equipment or the environment. To fulfil this commitment, Contractor will provide and maintain its work environment and will always implement safe working practices, safe working conditions and will always give full efforts to minimize any possible hazard, by stating the following achievement general targets :

a) Zero Fatality and LTI;

b) 100% Project Induction to employees, Sub Contractors/Vendors and Visitors;

c) 95% Basic Safety awareness to employees and Sub Contractors/vendors;

d) 95% Weekly Toolbox meeting for Project Management and

95% Daily Pre-Work Briefing for EPC Contractor/ Sub Contractors as a minimum, attended by at least 80% of the relevant employees;

Tool box meetings are subjected to periodical safety performance review, work target, and Safety Talk for key matters;

e) 90% Daily Safe Work Observation (SWO) done by Sub Constructor Supervisor or work group leader as a minimum to ensure safe condition before, during and after daily work;

f) Mandatory JSA development and approval for all work activities;

g) 95% VEM (Vehicle, Equipment, Machinery/electrical tool) inspection done as a minimum;

h) Weekly Safety Observation and Inspection by Project Management Team (Supervisors & Projects Engineers as a minimum)

i) As a minimum, one (1) Health & Safety Audit per three (3) months periods by Corporate Health & Safety Project Management team;

j) As a minimum, 1 (one) Corporate Senior Management visit to project site per three (3) months period;

k) To support Behaviour Based Safety program by submitting as a minimum, four (4) SWO reports/month by Contractor's Engineer level & higher, and four (4) reports/month by non-Supervisory employees including sub-Contractor's employees;

l) At the end of the project, as a minimum, to close-out 95% of SWO reports, findings of Health & Safety Inspections & Audits, corrective actions & recommendations proposed by the incident investigation teams & any other Health & Safety related issues. The findings should be closed out within 2 weeks periods from when those are raised.

m) To report any incidents & injuries and near miss cases no matter how slight they may appear;

n) To ensure that systems are in place which identify, assess and eliminate or control project health and safety risks to as low as reasonably practical (ALARP).

3.2 PROJECT MANAGEMENT ORGANIZATION CHART AND RESPONSIBILITIES

The Project Management Team shall provide strong visible leadership and commitment, and ensure that their commitment is translated into necessary resources to develop, operate and maintain the project Health & Safety management system and to attain the policies and objectives.

The basic commitments of the Project Management Team are as follow:

1. Set up Project Safety Committee meeting to be attended by participants including Company Project Site Management, Safety Coordinator, Contractor(s) and COMPANY representative(s);
2. Developing a recognition system based on leading and lagging indicators, suggestion systems etc. to reinforce project personnel safe behaviour and value Health & Safety initiatives.
3. Ensuring Health & Safety accountabilities, expected safe Health & Safety behaviour and consequences are communicated during the induction process
4. Ensuring that project employees understand that they have the right to stop work where risk controls are not in place to manage identified hazards.
5. Ensuring that management team decisions and practices are consistent with the stated policies and Project's Health & Safety objectives.
6. Undertaking a risk management approach for all Project Health & Safety issues.
7. Participating in Hazard Identification studies and Job Safety Analysis development.
8. Ensuring that the project workforce use adequate and correct PPE.

9. Ensuring that all incidents are reported and investigated.
10. Conducting site inspection and audits.
11. Ensuring all PMT members can demonstrate that Project Health & Safety performance is reviewed and corrective actions are taken to correct poor performance and ensure a continuous improvement process.
12. Identifying, planning and implementing opportunities for continuous improvement.

For overall detail project organisation chart, see **Attachment 1**. The Health & Safety responsibility and authority of the PMT key persons is described as follows:

3.2.1 PROJECT MANAGER

Project Manager is responsible for ensuring that project specific Health & Safety objectives and Health & Safety management plans are developed and implemented in conjunction with project safety personnel.

In general the Project Manager shall:

a) Set a good personal example,
b) Equip project workforce with the knowledge, skills, systems and resources to mitigate exposure to hazards,
c) Ensure appropriate Health & Safety standards and best practice principles are developed,
d) Attending regular Project Safety Committee meetings as per schedule,
e) Establish Health & Safety Objectives and Performance targets for the Project.
f) Ensure adequate safety resource provision
g) Review and close-out incident, injury and investigation reports
h) Monitor Health & Safety performance for conformance to the Project Health & SafetyMP (this document)
i) Monitor the corrective action completion program through regular inspection on site.
j) Provide recognition to teams achieving excellent Health & Safety performance

In addition, Project Managers Team is responsible for:

a) Promotion of Site and Health & Safety objectives and sustaining the Health & Safety operating philosophy and functions as an integral component of the project activities,
b) Health and safety of all personnel for whom he has responsibility,
c) Initiating prompt action to prevent conditions or events developing that can result in an incident occurrence or recurrence,
d) Provide statutory reporting or information required by government.

Conveying his Health & Safety commitment to all Project Management Team including Sub-Contractors.

3.2.2 PROJECT CONSTRUCTION MANAGER, ENGINEERS, SURVEYORS AND SUPERVISORS

Project Construction Manager, Project Engineers, Surveyor and Supervisors are responsible for the support and implementation of the Health & Safety Management Plan for their relevant levels and locations. They should also assist the Project Manager to ensure compliance of relevant Health & Safety regulation.

In general, all Project Construction Manager, Superintendents and Supervisors are responsible for:

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a) Set a good personal example,
b) Plan and maintain safe and tidy working areas,
c) Promote of Site and Health & Safety visions and sustaining the Health & Safety operating philosophy and functions as an integral component of their activities,
d) Be responsible for the health and safety of all personnel reporting to them or for whom they have responsibility,
e) Give clear instructions to the employees working for them on their responsibilities for proper working methods and ensuring that the employees do not take unnecessary risks,
f) Attend the Project Safety Committee meetings as required and project safety meetings,
g) Be involved in incident investigations and involved in determining the cause of any incident or near-miss cases, recommend means to prevent recurrence and close-out of investigation recommendations which are under their responsibility in a timely manner,
h) Be involved in promoting awareness of injury prevention and damage control to all project employees especially those working for them,
i) Initiate prompt action to prevent conditions or events developing that can result in an incident occurrence or recurrence,
j) Ensure all materials, tools and equipment being purchased or hired are suitable with relevant safety requirements / certifications,
k) Ensure that all plant operators and maintenance personnel, including Sub Sub Contractors personnel are only employed for that which they have been trained,
l) Ensuring the Procedures and Risk Management Systems are in place and available at appropriate working areas,
m) Arrange delivery and stacking of materials to avoid risks of double handling; position plant effectively; ensure that the power supply is safely installed and maintained without endangering employees or equipment.

3.2.3 HEALTH & SAFETY MANAGER

The Jakarta based Health & Safety Manager is responsible for the ongoing development and improvement of the Health & Safety Management System, the monitoring of its effectiveness, and providing specialist advice on Health & Safety issues. In general Health & Safety Manager shall;

a) Set a good personal example,
b) Provide information on Health & Safety implementation, program and performance for other departments and projects,
c) Coordinate the development of project Health & Safety Management Plan, Project Emergency Response Plan and other project Health & Safety documents as required for the works,
d) Ensure that Crisis Management Plan is well implemented and Jakarta Office Emergency Response Plan is implemented and updated,
e) Provide technical advice into all areas on Health & Safety matters and ensure compliance with applicable Health & Safety legislation, standards and Codes of Practice,
f) Provide summary of Health & Safety monthly report to COMPANY Project Manager,
g) Co-ordinate and, where applicable, present Health & Safety training programs,
h) Ensure maintenance of Health & Safety performance records and undertake trend analysis as required,
i) Schedule and conduct Health & Safety audits,

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j) Advise and assist in generating a strong and supportive Health & Safety culture and promoting participation of project staff, Sub Contractors and vendors.

3.2.4 PROJECT SAFETY COORDINATOR

Safety Coordinator is responsible for the ongoing development and improvement of the Health & SafetyMP (this document), the monitoring of its effectiveness, and providing specialist advice on Health & Safety issues. In general Project Safety Coordinator shall;

a) Set a good personal example,
b) Set actions in place to achieve the Health & Safety Project Objective & Target,
c) Provide technical advice to project management on Health & Safety matters and ensure project wide compliance with applicable Health & Safety legislation, standards and Codes of Practice,
d) Co-ordinate and, where applicable, present specific project Health & Safety training programs,
e) Establish Project Safety Committee, prepare for and lead regular meetings,
f) Determine the cause of any incident or near-miss cases and recommend means to prevent recurrence,
g) Promote awareness of injury prevention and damage control to all levels personnel,
h) Report project Health & Safety statistics and information to PMT,
i) Prepare and distribute Health & Safety Alerts and information,
j) Coordinate the preparation and revision of the Project Health & SafetyMP (this document),
k) Expand this document if required follow to construction work changes and update,
l) Schedule and conduct Health & Safety audits in association with the Project Construction Manager, Engineer and/or Supervisors to observe if there are any unsafe methods used in the working areas, and if any incompliance with safety regulations occurs,
m) Advise and assist project management in generating a strong and supportive safety culture and promoting participation of all personnel and Sub-Contractors,
n) Coordinate the injury management process through consultation with the project Site Administrator.

3.2.5 ALL EMPLOYEES

All project employees have a responsibility to work safely, prevent pollution and to comply with COMPANY and Contractor Health & Safety policies and to develop and implement safe working procedures and risk control measures for the project. In general all employees shall:

a) Take reasonable care for their own safety and health and ensure their actions do not adversely affect the safety of co-workers, plant and equipment,
b) Commit to achieving of the Project Health & Safety objectives, and actively participate in improvement processes,
c) Attend project safety meetings as required,
d) Operate and maintain plant and equipment within recommended design or operational limits,
e) Correctly use safety devices and appropriate PPE while within work area,
f) Communicate to the PMT via established systems any Health & Safety situation, hazard, incident or injury arising in the course of, or in connection with, a person's work,
g) Comply with all reasonable lawful Health & Safety instructions,

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h) Understand that they have the right to stop work where risk controls are not in place to effectively manage identified hazards

4 TRAINING & COMPETENCY

4.1 RECRUITMENT

Contractor provides competency standards for the PMT as well as employees, and require personnel from Contractor, Sub-contractor/Vendors personnel to perform assigned competency assessment testing. If required, additional training shall be provided or requested of Sub Contractors and vendors. Personnel are required to pass a pre-employment medical as a pre-requisite to an offer of employment.

All personnel performing activities on the project that require licenses or certificates of competency shall submit a copy of their current license or competency certificates to the HR Representative or the PMT to be held in the person's file at site. All persons operating vehicles on site shall possess a current Statutory Authorities driver license applicable to that vehicle. In addition, a competency and skill licence is required to operate vehicles on the project site. This license may be issued by the COMPANY or the PMT.

Since safe rigging, lifting and scaffolding are very important to ensure safe construction and installation works of the project, all riggers, crane operators, and signal-man and scaffolding crews shall be assessed to ensure they are competent to undertake these roles. Contractor may contact a third-party training provider or consultant to perform competency assessment. Only those who pass the competency assessment will be approved to undertake these roles at site.

4.2 PRE-EMPLOYMENT MEDICAL

All prospective employees and prospective employees of Contractor and Sub-Sub Sub Contractors shall be required to undergo a pre-employment medical prior to commencing work for the Project. The purpose of the pre-employment medical shall be to:

a) Establish a baseline of health status.

b) Ensure any known health conditions can be monitored.

c) Ensure persons are placed in positions suitable to their mental and physical abilities.

An approved medical practitioner will perform the pre-employment medical examinations and issue a report to the HR Officer. For Sub Contractors and Sub-contractor's employees, examination results shall be submitted to Health & Safety Site Coordinator. For confidentiality purposes, these records are kept within the Project HR Department.

4.3 INDUCTION

4.3.1 HEALTH & SAFETY INDUCTION

All Company, JO and Sub Contractor/vendors employees shall receive a site induction prior to commencing work. This induction includes, but is not limited to;

a) Project Overview

b) Site Health & Safety Policies and regulations

c) Specific Project Hazard & Risks

d) Project Health & Safety Policies, Objectives and Targets

e) Responsibilities and Accountability of the Project Management Team (PMT)

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f) Legislation, Standards and Codes of Practice applicable to the Project
g) Risk Management – hazard reporting, Safe Work Observation (SWO) reporting program, JSA, Stop Work Authority, environmental impacts and lesson learnt. The significant Health & Safety hazards and impacts on this project and requirements and their associated activities are assessed through HAZID review and work-up with COMPANY and Contractor Team area to establish HAZOP, method statements, Job Safety Analysis (JSA) and procedures.
h) Health & Safety Meetings, Toolbox Meetings and Pre-Start Briefings
i) Workplace Inspections and Audit Programs
j) Incident reporting and investigation requirements
k) Permit system (see section 5.1.9)
l) Emergency Response Procedures

The Project Safety Coordinator shall conduct the site induction and maintain a record of the attendants. Elements of the induction will be reinforced at toolbox meetings to maintain currency and knowledge.

The Induction process shall be linked to the ID card issuing process. Following the induction process, attendants are required to sign an agreement to commit to follow Health & Safety Project Rules & Regulation.

4.3.2 VISITORS MANAGEMENT

All Company, JO, Sub Contractors, and Vendors persons visiting the Project site shall not enter the site without having completed Site & Construction area Visitors Induction session. The induction may be conduct in Contractor offices either in Jakarta or at a Project site office upon their arrival. In addition, all short-term visitors will be required to remain in the COMPANY of an inducted nominated project representative whilst on site.

The Following Procedures Strictly Apply For Visitor Tours of the Project Site:

a) All tours are to be conducted by a person familiar with the site, and who holds a current site induction ID permit, (as applicable)
b) Tours can only be taken during day shift hours,
c) Only approved site vehicles are to be used,
d) Visitors may only leave the tour vehicle in areas remote from operating machinery (observe min. 100 meters clearance regulations),
e) Visitors are not permitted to climb on, or board, mobile equipment.

4.3.3 TRAINING

Training and education to define roles and responsibilities and to prepare personnel to fulfill these roles are essential to the success of the Health & Safety Management System.

CONTRACTOR will provide appropriate training. CONTRACTOR will also identify the need for training through training needs analysis and the use of a training matrix. Training forums include:

a) Inductions;
b) Job Start Meetings;
c) Toolbox Meetings;
d) On The Job training;
e) In-House training/workshops; and,

f) External training (if required).

Project specific Health & Safety training shall be conducted at various times throughout the Project.

CONTRACTOR Health & Safety training & competency standards recognize ongoing benefits that are achieved through use of routine toolbox discussions, and other consultative meetings as a forum for developing Health & Safety awareness and positive behaviours.

Site Health & Safety personnel will instruct all personnel including Sub Contractors. Summary report of the training shall be submitted to Health & Safety Project Management for Sub Contractors safety awareness and behaviour level.

Typically CONTRACTOR Health & Safety team will also utilize periods of adverse weather or other down time on site to conduct directly, or have Sub Contractors conduct Health & Safety training sessions. The training may include:

a) Isolation & tagging,
b) Working at height,
c) Confined space work,
d) Chemical hazard and Hazardous Substance awareness,
e) First Aid and Emergency Training,
f) Fire Fighting,
g) Incident and Injury Reporting and Investigation,
h) Fitness for Work,
i) Refresher training in emergency response procedures,
j) The issues and methods of risk management,
k) The correct use of safety equipment e g. safety harnesses,
l) Revised or new safe work procedures e.g permits, confined space, heat stress, traffic control, and
m) On-site refresher and skills-enhancement courses for crane operators, riggers, signal-men, welders etc.

5 RISK MANAGEMENT

5.1 HAZARD IDENTIFICATION AND RISK ASSESSMENT

5.1.1 CONSTRUCTION HAZARD IDENTIFICATION REVIEW (HAZID)

Prior to project commencement, EPC Contractor and Sub-Contractors will arrange to conduct an internal HAZID review meeting to be attended by all relevant personnel. The scope of a HAZID Review must be clearly defined. The scope for HAZID sessions may be as broad as the entire project, or focused as a single scope of works (e.g. earthworks, construction, commissioning, etc.), activity, task or operation.

The Project Engineer and Sub-Contractors are responsible for incorporation of the outcomes of the review into relevant project Method Statements, JSA's and Procedures. The Project Health & Safety Coordinator shall record any significant identified hazards in the project Hazard Register.

Actions to reduce the risks to As Low As Reasonably Practicable (ALARP) shall be implemented, followed up and closed out in a timely manner.

The impacts assessed will include those potentially arising from emergency events. Actions required to minimize impacts from such events shall be included in the ERP

5.1.2 STOP WORK AUTHORITY

Stop Work Authority (SWA) establishes responsibility and authority of any individual to stop work when an unsafe condition or act could result in an undesirable event. In general terms, the SWA process involves a stop, notify, correct, and resume approach for the resolution.

Sub-Contractors have the same responsibility and authority as COMPANY employees to stop work when an imminent hazard to persons, property or the environment is identified. In addition, Sub Contractors shall immediately notify a COMPANY representative that work has stopped, the reasons for stopping the work, work with the COMPANY representative to resolve any issues, and reach consensus to resume work. Appropriate measures shall be taken to reduce the risk of imminent hazard and coordinate efforts with the COMPANY representative to mitigate the potential for recurrence.

5.1.3 SAFE WORK OBSERVATION (SWO)

SWO is a tool of risk control by identifying, reporting and correcting ASAP observed and checked work readiness to perform, periodically undertaken during work and after work as necessary. Field Supervisors are responsible to conduct these observations day by day should identify newly hazards which are not registered yet into their own JSA for unsafe acts and/or unsafe conditions. All workers on the project are encouraged to report hazards to their superior so that corrective action can be taken ASAP.

The project uses the hazard observation process to ensure hazards can be quickly and easily reported and corrective action followed up.

Project will provide the SWO form to be used to report the identified hazards. Project Safety Supervisor will register the hazards and monitor the follow up.

5.1.4 HAZARD REPORTING

Sub-Contractors and Sub-Contractor shall be encouraged to report all hazards, regardless of their potential severity using the SWO reporting form to their Superior for assessment and action. A copy shall be issued to the Project Safety Supervisor/Officer for entry onto the Hazard Register. This report may be upgraded to an incident following the assessment it appropriate.

5.1.5 JOBS SAFETY ANALYSIS

JSA's shall be used throughout the Project to identify hazards and develop ways to effectively manage them. JSA's shall be conducted on all major or nominated activities detailed in the Project procedures, and on non-routine or potentially hazardous activities identified on the job. Prior to performing those activities, the relevant Supervisor including Sub-Contractor's Supervisor shall explain the JSA to his workforce and ensure that they understand the hazards and the control measures.

A JSA is generated by each Contractor prior to commencement of work as result of site visit, HAZOP, or work method statement designed by them as detailed hazard information for the job to be undertaken. This information can be useful for their field Supervisor to generate more detailed JSA's as well as daily work plans. This document shall be reviewed by COMPANY's Health & Safety Representative, and then socialized to their team member to ensure they understand. A JSA is considered as a live update document that can be revised based on the risk level, work environment and work scope changes.

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5.1.6 RISK CONTROL

In order to achieve the project Health & Safety objectives and targets, reduce risks to ALARP and achieve compliance to Contract requirements (refer to Tender Document Section D – Health & Safety STANDARD REQUIREMENT) and those developed as part of the HAZID workshop shall be implemented.

The "code of practices" of works performed in the Tujuh Bukit Dump Leach Gold project should also be communicated to project employees and implemented as tools to control risks and prevent incidents.

5.1.7 HEALTH & SAFETY PROGRAM & SCHEDULING

The Project Manager shall ensure the works are sequenced and programmed in such a manner as to give due consideration to OHS issues and to minimize risk. In programming the works, the time-frame and target requirements of OHS planning issues and the activities to be undertaken in reviewing the strategies and implementing control actions are to be included.

5.1.8 STANDARD OPERATING PROCEDURE

Routine jobs shall be written into procedure and maintained for the control of activities that have potentially significant OHS risks. These shall include all OHS requirements for the activities to be followed by the Supervisor and relevant crews. Where – for example an activity forms part of a construction process covered by a EPC Contractor or Sub Contractors method statement, the relevant procedure(s) shall be referenced from, or form an attachment to the Method Statement.

5.1.9 PERMIT TO WORKS

[to be reviewed to suit COMPANY requirement]

To ensure an adequate level of safety for all personnel working on, or within a recognised hazardous area, and as required by Site Management, a JSA of proposed work activities shall be attached when requesting permit to work.

The objectives of the Permit System (see attachment-5 for detail permit issuing flowchart) shall include, but are not limited to ensuring:

a) A safe system of work and precautions are in place and implemented.
b) The Proper authorization is obtained for all works to be performed.
c) Substances, which endanger personnel and/or the environment, are isolated.
d) Potential hazards are identified and precautions necessary to minimize any risks are implemented.

In addition,

a) A permit work is required for all construction tasks.
b) A Work Permit request shall be submitted complete with the relevant JSA, wings and daily work plan.
c) A valid Work Permit(s) from Project Management Team should be obtained prior to starting either hot or cold works and the original copies shall be kept or posted in the work area.
d) All safety precautions noted in writing by the Site Management authorized person shall be implemented and complied with.
e) Any changes in method submitted within a permit shall be reviewed and JSA's re-submitted for approval to the COMPANY representative or/and Site authorized person.
f) Specific work permit for other hazardous areas including confined spaces, hot work, and high voltage must be prepared separately.

5.1.10 MOBILE PLANT, VEHICLES AND EQUIPMENT

[to be reviewed to suit COMPANY requirement]

Prior to the purchase or hire of any plant or equipment for the project, that may be hazardous to personnel or the environment, the person requesting the item shall review the item with the Project Safety Coordinator to ensure the suitability of the equipment.

All persons riding in mobile vehicles shall wear seat belts where these are fitted. Vehicles shall only carry as many passengers as there are seat belts.

Only approved vehicles issued with an authorization permit shall be allowed on site. Driver and operator shall be assessed as competent personnel and certified for driving.

General regulation for operating as following:

MOBILE PLANT

a) Mobile plant must have **"Drive through Parking"** whenever possible. If not, "Reverse Parking" will used, unless otherwise designated,

b) When reverse parking, the following steps are to be implemented:
   - Ensure that the parking area is clear, accessible & safe,
   - **Sound horn 3 times & wait 5 seconds** before reversing,
   - Check the mirrors constantly and reverse slowly.

c) Do not park mobile plant on a ramp unless broken down. In this case:
   - Safety cones must be placed in front and rear of plant.
   - The front wheels must be turned, so that if the plant rolls it will only move a short distance before stopping against a safety berm or a ramp wall.
   - Place chocks in the front or rear wheels as appropriate.

d) Every reasonable attempt should be made to have the mobile plant removed in a safe and timely manner

LIGHT VEHICLE

a) Permits

   i. Any employee needing to drive a LV on the Project Site is required to possess a **Light Vehicle Operations Permit** and a current **Driver's License**

   ii. To qualify for a permit, personnel will be required to answer a questionnaire and undertake a driving test within the Project Site, and be judged by the Site Training Supervisor, as competent to operate that particular vehicle

   iii. Permits will only be issued by the Site Training Supervisor or a nominated deputy.

   iv. Permits are issued in three categories (sticker):
      ✓ **Unrestricted** - for day and night use
      ✓ **Restricted** - for days use only
      ✓ **Temporary** - issued for short term personnel for use in defined areas during daylight hours.

   v. Unrestricted permits will only be issued after exposure to night time driving has occurred. LV Permit shall be carried by the driver, while in charge of a light vehicle, and shall be immediately provided for inspection, as and when requested, by an Inspecting Officer. Failure to produce a valid permit shall result in immediate stand-down.

b) Driver's License

   A person shall not drive or be employed to be permitted to drive a motor vehicle on the site unless:

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i. That person satisfies all project regulations for each access area required,
ii. That person holds a current driver's license for that motor vehicle,
iii. That person has satisfied the Manager or their Supervisor that they are competent to drive that motor vehicle.

c) LV's must be parked in designated areas at work and stand by areas, with a space of reasonable between vehicles.
d) After parking, apply the hand brake, engage the gear box and turn off the engine,
e) The ignition key must be removed from the LV when drivers are more than 30 meters from the LV or in a closer distance but the LV could not be seen directly.
f) When stopping in a working area, ensure the LV could be seen by heavy equipment operators and will not hinder or present hazard to the operation.
g) No person is allowed to drive a light vehicle without a license to operate.
h) Wear your seatbelt at all the times when you are in light vehicles.
i) "Horse play" is prohibited
j) Forward facing seating only
k) No smoking in any vehicles
l) Maximum speed limits are designated specifically in area, as follow
   - Workshop : 15 kph
   - Stores : 20 kph
   - Office : 20 kph
   - Accommodation : 20 kph
   - Site / Mine : 30 kph
m) Following speed limits are to be observed while operating or towing equipment as listed below :
   - Forklifts : 15 kph
   - Welders : 20 kph
   - Lighting Plant : 20 kph
   - Compressors : 20 kph
   - Any Trailers : 20 kph
   - Mobile Cranes : 20 kph
n) Drive at or below speed limits and always consider factors that may affect driving conditions including :
   - Low visibility.
   - Traffic conditions.
   - Weather conditions.
   - Road conditions.
   - Individual driving ability.
o) Fatigued drivers are prohibited to drive.
p) Cargo barriers must fitted in station wagon.
q) Vehicle identification numbers attached to side doors and rear.
r) Reflective tape along the length of the vehicle (both sides).
s) First aid kit; Fire extinguisher minimum 2.4 kg.
t) Operating jack & wheel brace.
u) Approved roll bar protection, Reversing alarm functioning.

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v) A flashing amber light, whip aerial & roof mounted tail lights for use in designated areas.

w) Seatbelt must be worn for driver and passengers of LV's; in addition,

i. Reverse parking at all times.
ii. Undertake daily checks & documented weekly inspections.
iii. Travel with flashing beacon & headlights on when on site.
iv. No overtaking of moving earthmoving machinery without confirmed approval from the operator.
v. Maintain safe distance from earthmoving equipment and when traveling behind other vehicles.
vi. Give way to all earthmoving equipment.
vii. Only drive on designated roads and tracks.
viii. Sub-Contractors are required to submit a designated driver application form to the Site Management completed with copies of license details, driver training certificate and vehicle registration.

MOTORBIKE

Dirt bike may be used in off road areas for certain purposes. Only personnel assessed as competent and authorized are permitted to ride this bike.

HEAVY EQUIPMENT

a) When not in use, HE & Support Equipment must be parked in designated areas, and the rear end reversed to a safety berm. Always parking with a space of 5 meters between each unit,

b) HE must enter the workshop perimeter only from designated entrance when they require servicing, repairs or maintenance. After being repaired, the HE must be driven forward out of workshop to the designated go line or the HE parking area.

c) Spotter must be assigned when HE has to be reversed out of the workshop.

5.1.11 TRAFFIC MANAGEMENT

[To be reviewed to suit COMPANY requirement]

Traffic management plan will be followed by operators with all vehicles at the project area and includes how the workforce, material and equipment will be transported to site, vehicle parking, active construction area and other area people and equipment drop off points and flagmen locations.

Road to the access at site shall be prepared during early works using all terrain heavy equipment mobilization from port to construction area.

In certain cases, material or equipment travelling over public or existing roads, a specific logistic study shall be under taken, approved and system implemented prior to trip overland.

5.1.12 CRANE, RIGGING AND LIFTING OPERATION

Procedures shall be utilised that ensure the selection, inspection and maintenance of all slings and lifting gear are in accordance with project requirements.

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Only qualified operators, properly trained and competent to operate the type and size of the lifting equipment and who hold the appropriate Crane or Rigging Certification shall be permitted to operate such equipment. Crane operator(s) certificate shall be recognized or issued by the relevant statutory authority.

All critical and approved lifts and multi crane lifts shall have a lift study, lifting plan and JSA's and submitted to the COMPANY prior to works. Lifting gears such as slings, webbing slings, shackles etc. shall have current certification. Any slings, chains or other lifting device showing signs of wear or damage shall be tagged as "Out of Service" and not used. Spreader bars used for lifting shall be designed as per the lifting study and plan, and the welding joints in their structure and pad eyes shall pass inspection by a competent person.

Erection of structural steelwork shall be such that exposures to hazards are minimized. Where it is necessary to work above 1.8 meter, without platforms or hanil, then vertical and horizontal movements shall only be permitted with the use of safety harnesses, lanyards, static lines and/or inertia reels by competent personnel.

General regulation for operating as follows:

a) Lifting shall be provided with lifting plan for hoisting of loads exceeding 5 t; Operations where the total load exceeds 75% of the equipment's capacity; Operations where two or more items of equipment hoist the same item of cargo simultaneously; or load lifting involving complex geometry. This plan shall be developed by authorised personnel (rigging engineer, etc.)
b) Rigging gear shall be inspected prior to use. Defective rigging gear shall be removed immediately from service,
c) Ropes, slings and chains shall be used in accordance with safe usage recommendations of their manufacturers. The ropes, slings, chains, rigging equipment and the accessories shall be inspected prior to use,
d) All heavy lifting gear, including wire rope, strops, fabric lifting slings, shackles and chain blocks shall be new at the start of the contract and externally checked and certified by the equipment providers before arrival on site.
e) Chain blocks and other lifting gear shall have monthly condition assessments carried out by a suitably qualified person employed by the Contractor. Equipment that has been passed as fit for use shall be clearly identified with a colored steel tag. A different color shall be used each month. Any equipment that does not have a current inspection tag shall be removed from gang boxes and shall not be used for any construction and erection work. Each item of lifting equipment shall be logged in a register with its inspection status clearly noted.
f) All safety harnesses and lanyards shall be externally checked and certified by the equipment providers before arrival on site. All safety harnesses shall have monthly condition assessments carried out by a suitably qualified person employed by the Contractor. Each item shall be logged in a register with its inspection status clearly noted.
g) Crane man baskets shall have full certification before use, including any statuary authorized Mines Inspection. (As applicable).
h) The use of knots in slings for any purposes is prohibited.
i) Non-conductive tag lines shall be used to manoeuvre suspended loads at all times. No work shall be undertaken under suspended loads.
j) The safe working load (SWL) should be observed and shall not be exceeded.
k) Chains shall not be subjected to impact loading or jerking.

5.1.13 CONVEYOR BELTS

Particular care must be exercised when working in the vicinity of conveyor belts.

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During construction work, installation area considered as restricted area. Only trained personnel shall perform installation, commissioning and maintenance functions. When installation and commissioning are completed, only authorized personnel shall be permitted to start conveyor following inspection, commissioning or other emergency shut-off.

To ensure your own safety around conveyor belts, always observe the following safety rules:

a) Do not allow tools to get near the point of contact of the belt and rollers while the belt is running. Check with your Supervisor.

b) Before working around a stationary belt make sure you **'tag out'** and **'lock out'**, the control switch so no one can start it unexpectedly.

c) Ensure that you do not have **loose or flapping clothing** when working around belts.

d) **NEVER** remove guards from around a running belt and always **replace** guards **before re-starting** a belt or when you have finished your job.

e) Before guards are removed from any conveyor, safety barricades must be in place, to stop access from un-authorized personnel.

f) Working on a moving belt is not to be undertaken under any circumstances. Personnel participating in this practice will be immediately dismissed. Always report any irregularities you notice around a belt - i.e.

- Signs of heating
- Undue spillage
- Noisy or broken rollers
- Belt not running to line
- Excessive spillage of lubricant
- Any other change from normal operation or appearance

g) Remember your **Isolation & Tagging Procedure** when working on conveyor belts.

5.1.14 PERSONAL PROTECTIVE EQUIPMENT

PPE is basic risk prevention clothing, devices etc that is to always use when entering work areas. Supervisor and/or co-workers shall emphasize to their crews to follow instructions for correct use of PPE. All persons entering the Project site shall be required to wear the following PPE and clothing where designated:

a) Safety Helmets

b) Safety footwear (steel cap boots)

c) Safety glasses

d) Earplugs / Earmuff

e) Masker/respirator (area specific)

f) Long sleeve shirt is required where the risk of contact with specific related hazard as noted in JSA as well as trouser or coveralls.

Dependent on the specific work activity, additional PPE shall be worn as identified during the relevant JSA, and Permit to Work System.

All personnel have responsibility to maintain the cleanliness and suitability of their PPE.

5.1.15 ISOLATION AND TAGGING

Isolation & tagging is provided to protect employees & equipment from the danger of electrically energized and/or moving equipment, other sources of power and hazardous or

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toxic material. Specific training and assessments are conducted to give awareness, understanding and secure isolation by authorized and competent personnel.

There are two models for implementation, designated as simple isolation and complex isolation. Simple isolation is only applied for a single power source unit. Complex when there are point more than one some and interplay with others operating plant unit

Personal Danger Tags shall be utilized on the Project for the protection of individuals.

Any equipment that may present a hazard to an individual if that equipment was to be started, made "live" or operated in any way, will be isolated or made safe from operation at a suitable isolation point, and a Personal Danger Tag padlocked to that isolation point or isolation permit. Every equipment must have isolation point.

Permit Danger Tags shall be utilized by PMT to protect their own facilities during complex isolation process. This tag will indicate only an authorized isolator and work is under a specific permit to lock power source.

Out of Service Tags shall be attached to faulty equipment or out of service equipment and shall be left attached until the equipment is repaired and ready for use.

All tagging and lock out systems on live facilities shall meet the Contractor or designated tagging systems from PMT. Project Specific procedures of Lock Out and Tag Out should be developed for the commissioning activities.

Testing Tags shall be applied during testing or commissioning periods

General Code of Practices for Isolation and Tagging is as follow:

a) "DANGER" tag is Red, White & Black

b) Before starting any job where the operating of a switch, valve, machine etc. will put a person in danger, *you must place your "Danger Tag" and padlock the main isolating switch, valve etc.*

c) All Danger Tags must be in place before commencing work, personnel must print the name, date and time on each tag.

d) When more than one employee are working on the same job, each employee must attach their own "Danger Tag" (complex isolation) and then padlock the main isolating switch, valve etc.

e) Electrical lock out will be at the power source main switch usually found inside the electrical house Motor Control Center (MCC)

f) "Out of Service" tags are not to be used in place of "Danger" tags.

g) "Out of Service" tags shall be removed from equipment by the person who repaired or replaced it or by the Supervisor after they are satisfied that said equipment is usable and in a safe condition.

All Red personal "Danger" tags and padlocks shall be removed by the person who attached them at the end of their shift or at the end of the job. Tags then shall be destroyed.

5.1.16 WORKING AT HEIGHTS

Fall prevention and protection procedures are to be implemented such that where a suitable working platform is not provided, and a person may fall onto or into anything that may cause harm, fall arrest devices are to be provided which comply with the recognized industrial standards for fall protection.

Safety Full Body harness shall be worn for any person who working on 1.8 meter and above the ground without working platform or where the risk of falling is identified.

All personnel shall be trained to a level of competency before using fall arrest equipment. Training shall be recorded and maintained properly. It is project Health & Safety Coordinator

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together with contractor Health & Safety officer responsibility to ensure the training is recorded and maintained properly.

General code of Practices for working at height is as follow:

a) Harnesses shall be worn with double lanyard and hook up into proper over head anchorage point for both of them

b) Do inspection prior to using the ladders. If defects are found, report to your Supervisor for repair or disposal,

c) Ladders must be fitted with non-slip feet, their frame should be firm and in good state,

d) Non-conductive ladders must be used for electrical works,

e) While ascending & descending a ladder, do not carry anything that will prevent you holding on with both hands. Always maintain three contact points.

f) Ladder needs to be extended at least 1 meter above the platform to be reached

g) Scaffold is to be erected, dismantled or altered only by competent persons and under supervision of a competent person,

h) Scaffold and its components shall be able to support **at least 4 times** the intended load,

i) Scaffold tagging: **Green** (safe to use), **Yellow** (need to repair) **and Red** (unsafe to use) **Tags**

j) Static line to be installed whenever working platform/scaffolding could not reach

k) Crane man basket to be employed (optional)

5.1.17 EXCAVATION & TRENCHING (EARTHWORK)

Prior to any trenching and excavation, relevant project site as-built wings shall be referred to identify whether piping, electrical & communication cables had been laid and exist in the excavation / trenching area or not.

Where the operating ground is to be penetrated then an "Excavation and Penetration" permit shall be required from Site Authorized Person. Such procedures are to include the requirement for a site clearance permit. The procedures are to comply with the Code of Practices for excavations, or other applicable statutory requirements.

General code of Practices for excavations and trenching are as follow:

a) Site Clearance permit is required for any excavation & trenching works,

b) All trenches from 1.2 meters depth require a safe means of access within 7.0 meters of any person working in the trench

c) Daily trench inspection is required prior to work commencing especially when conditions may have changed that affect stability such as rainstorms, etc.

d) Excavated material and other shall be kept at least 1 meter from the edge of excavation. Retaining devices may be use in some instances

e) Where employees are required or permitted to cross over an excavation, a walkway with standard handrails and kick-boards is required.

f) Where an oxygen deficient or other hazardous atmospheric condition could occur, an atmospheric test is required. A confined space entry permit is also required where confined space is encountered.

g) Employees working in an excavation deeper than 1.2 meters shall be protected from cave-ins by adequate protection system such as: shoring, benching or sloping.

h) Benching and sloping methods shall follow professional engineering practices,

i) Timber shoring used shall be in accordance with manufacturer's recommendation and engineering design,

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j) All shoring material & equipment used shall be free from defects & damage affecting safety,

k) Supports shall be installed and removed in a manner that protects personnel. Back filling shall progress together,

l) Barricading & sign posting of all excavations are mandatory.

m) No one is permitted in an excavation when mobile plant unit is working near the excavation

5.1.18 HIGH VOLTAGE PROCEDURE AND USE OF PORTABLE ELECTRICAL TOOL & TEMPORARY PANEL

Specific procedures for working inside high voltage area and tool inspection to comply with National and International Standards – In Service Safety Inspection and Testing of Electrical Equipment.

Any electrical work shall be commenced by an authorized electrician.

General requirement as follows:

a) Work permit is required to enter the area prior to starting the work

b) Fitness to work for all work personnel.

c) Live power area shall be clearly identified.

d) Use non-metal scaffolding material for working at heights.

e) Always prepare and use grounding stick to electrode discharge residual power inside the working installation

f) Stop work when raining (for outdoor working areas).

g) Use safe tagged electrical tools and temporary panels as following requirement :

- Electrical devices, powered tool and other portable electrical tools shall regularly inspect. Inspection tags shall be attached to all tool assessed as safe. Tags shall be updated/replaced and logged into the records as required.
- Prior to use, carry out visual inspection of the cord, plug and power supply,
- When not in use, tools shall be disconnected from their power supply,
- Tools must be double insulated and/or be properly grounded especially in wet locations,
- Power tools shall have manufacturer,
- Never lower and hoist power tools by their cords or hose,
- Tools with frayed or defective cords shall be removed immediately, and tagged out of service
- All temporary panels shall be provided with ELCB and earthed
- Supply connection from operating plant source point shall use temporary panel

5.1.19 HOT WORK AND COMPRESSED AIR & GAS CYLINDER CONTROL

All welding and cutting operations shall be carried out in a manner, so as to minimize risk to:

a) The health of personnel directly engaged in the work, their work mates and other nearby personnel

b) The safety of all personnel involved and nearby plant and equipment

Due consideration shall be given to the requirements of the PMT Hot Work Permit system

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Welding shall be performed by a certified welder relevant to the specific welding work. Fire blankets are needed to cover welding area and to protect the surrounding areas. Always connect the grounding cable terminal as close as possible to the welding point. Inspect the welding cable for any defect and isolate the cable connection fitting to protect them from water.

All required PPE shall be worn (i.e. welding gloves, leather sleeves and coats, welding hood for arc welding locations, goggles for Oxy-Acetylene welding & cutting and face-shield for grinding.

The hot works area must be inspected to ensure there are no flammable & combustible material within close proximity that may ignite. Fire extinguisher shall be provided in hot works area.

For oxy-acetylene cutting safety purpose, flash back arrestors shall be installed at the downstream regulators and upstream cutting torch.

Use welding screen in arc welding locations to protect other workers from flash burn, Fire watchmen shall be available during hot works are being performed whenever required by hot work permit. The fire-watch men and welder shall be trained in handling portable fire extinguisher and fire hoses to put out the fire.

Safety sign shall be posted but not limited to;

a) No Smoking sign
b) Gas Type
c) MSDS (Material Safety Data Sheet)

Compressed air and Cylinders containing gas under pressure may present considerable risk to people and equipment. They therefore must be transported, stored and used in accordance with procedural requirements.

Precautions shall be followed, including:

a) Compressed air is only to be used for air driven (pneumatic) tools or as directed by work Supervisor,
b) Compressed air hose connections are to be properly secured at all joints prior to pressurizing the hose or line,
c) The misuse of compressed air will not be tolerated as can cause serious injury,
d) Do not use compressed air for blowing dust off clothing, and
e) Do not direct compressed air toward any part of the body or any other person

All gas cylinders shall be secured properly with their safety caps installed when they are being stored. Segregate oxygen cylinders from acetylene cylinder with a distance at least 7 meters. Store them in well-ventilated area and avoid direct sunlight by putting shelter or other. Display "No Smoking" sign.

Project Safety Officer shall conduct regular inspections to the vendor to ensure Cylinders supplied to project are safe.

General Code of Practices for Compressed Gas Cylinder Handling, Storage and Usage is as follow:

a) Gas cylinders shall be handled only by properly trained person.
b) Valve cap or protective cover must be in place when they are being stored and moved.
c) Cylinders may be rolled on their bottom edge, but never gged or rolled it horizontally.
d) Suitable cradles or racks shall be used for hoisting the cylinders, never use web slings.
e) Do not attach anything to the valve cap for hoisting.
f) Do not wrap a chain or sling around cylinder for hoisting.
g) Do not use an electromagnet to hoist gas cylinders.

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h) Care must be taken to ensure cylinders do not violently strike other cylinders or other surfaces.

i) In case cylinders have been dropped, struck violently or damage;

- Notify your Supervisor;
- Attach a "Do not Use" tag describing the damage; and
- Notify the vendor.

j) Check Oxy-Acetylene for leaks prior to use.

k) Avoid transporting compressed gas cylinders inside any vehicle operator compartment.

l) Use the correct equipment (i.e. regulator, pressure gauges etc.) for a compressed gas cylinder. The equipment used for oxygen cylinders must be kept clean & free from oil and grease. Confirm with visual inspection prior to using the cylinders.

m) Valve shall be closed at all times except when in use.

n) When being used, cylinder must be in "upright" or "valve end up" position.

o) Store and put cylinders in a shaded area to avoid high temperatures and avoid contact with electricity. Never use them as grounding for arch-welding.

p) Never handle oxygen cylinders with oily hands, gloves containing oil and grease.

q) Flashback arrestor should be used on Oxygen-Acetylene hot works. Make sure that no sparks or flames come in contact with the cylinders

r) Always close cylinder valve and release the pressure in attachment before attempting to remove the compressed gas equipment

s) Storage area shall be posted with hazard class or name of the stored gases plus "**NO SMOKING**" signs.

t) Use of open flame or non-explosion proof electrical equipment and any other sources of ignition are strictly forbidden in gas cylinder storage areas.

u) Cylinder storage areas must be well ventilated and free from flammable & combustible material (gasoline, oil, solvents, papers etc.).

v) Do not store cylinders near stairwells, walkways or any location where heavy moving objects may strike or fall on them.

w) Empty cylinders tagged with "Empty" tag to be stored in separated areas from charged cylinders.

x) Compressed gas cylinders must be re-inspected and pressure tested for certification renewal as per applicable government regulations.

5.1.20 MANUAL HANDLING ACTIVITIES

Where it is not practicable to provide mechanical means of lifting material, then manual handling may be used. In doing so the kinetic method of lifting should be used. A proper manual lifting and handling technique shall be applied to prevent back injury. This manual lifting and handling technique is to be included in the induction training material to refresh the workforce in order to prevent back injury.

General Code of Practices for manual handling is as follows:

a) Appropriate manual handling techniques are to be developed including with hand trolley usage to carry materials.

b) Gloves will be provided to personnel and should be used when required in the JSA..

c) Know the weight of the object. If too heavy ask for help or use lifting or handling gear. Normal maximum weight load for individual manual handling is 25 kg.

d) Ensure walkways and material handling areas are free from obstruction and tripping hazards.

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e) Care to be exercised when performing manual handling. Always lift with your legs, not your back muscles. Keep your back straight and avoid twisting and turning motions,

f) Ensure stability in material placement. Do not stack material in a manner that it may move or slide and would create hazards to personnel or equipment.

5.1.21 CONFINED SPACE ENTRY

This project work will have involved a number of activities occurring within confined spaces.

In all cases confined space work will be controlled using the Contractor Confined Space Entry Requirements and includes the following:

a) Access will be controlled via a safe entry system

b) An approved Confined Space Entry Permit must be obtained prior to commencing work and All personnel working in confined spaces on the project must undergo confined space entry training

c) Hazard assessment of proposed activities through completion of a JSA prior to work in commencing.

d) Confined Space Sentries to be in attendance at all times whilst personnel are in the confined space. Confined Space Sentries will have hand held radios so as to be able to raise the alarm promptly, should rescue be required.

e) Confined Space Sentries shall be appropriately trained.

f) All confined spaces will be gas tested by trained personnel and appropriate testing equipment prior to entry and at a documented frequency during the entry. This frequency to be recorded on the confined space entry form.

g) All confined spaces will have a Confined Space Control Board, supplied by the Sub Sub Contractors, at the entrance at all times, where personnel will sign in/out upon entry/exit of the confined space.

h) An emergency response plan for confined space activity, to be developed as part of the approval process for a confined space entry permit. This should include Emergency equipment requirements and training of personnel required to use it. This needs to be coordinated with the PMT Health & Safety team.

i) If activities in the confined space introduce contaminants (i.e. welding), forced ventilation must be supplied. Breathing apparatus may be required in the initial phase of this type of operation while the ventilation system is being set up.

j) Cable or gas hose connection shall be checked and where possible avoid lying inside certain confined space areas such as gas chambers or flammable vessels.

5.1.22 CONTROL OF HAZARDOUS SUBSTANCE

MATERIAL SAFETY DATA SHEET (MSDS)

All chemicals, solvents, paints, thinners, oils, lubricants and other defined products at the Project will have Material Safety Data Sheet's (MSDS) available to all personnel. These will be kept by the Site Project Safety Supervisor.

The guidelines contained in the MSDS for the safe use, transport, storage, waste disposal and emergency response of a chemical or hazardous substance shall be incorporated into safe work procedures.

Goods or items of equipment which are potentially hazardous (chemicals, flammable gas cylinders, radioactive sources, poisonic, irritant, etc.) will only be brought onto site in an approved and appropriate storage facility, and only in the quantity needed for the work.

Product identification and safety signage are required, prior to work involving hazardous substances.

POISON AND IRRITANT CHEMICAL

All personnel must understand safety precautions and handling when construction requires use of chemical. Some precaution as follows:

a) Wear chemical retardant uniform, nitrile hand glove, safety glass and respirator when required in JSA.
b) In plant commissioning work, avoid mixing cyanide with acid compounds. If unsure check with area Supervisor.
c) Segregate storage or spillage areas from acid tanks.
d) Provide spillway to direct spillage flow into a designated pool.

Irritant chemicals, such as caustic substances are harmful to respiratory systems and bare skin. Use full appropriate PPE to avoid from burn or irritation when required in JSA.

HYDROCARBONS

Hydrocarbons include products such as oils, grease, fuels (petrol and diesel), de-greasers, emulsified oils and oily waste water.

PMT will endeavour to minimize the Project's impact on the surrounding environment by minimizing hydrocarbon waste. Bunded fuel tank areas will be in accordance with government regulations.

Hydrocarbons will be handled so as to minimise the potential risk of spills and the area of the contaminant if spillage occurs.

All oil leaks and spillage's shall be contained and managed in an effort to minimize environmental contamination. The utmost care is to be taken to minimize spillage or leakage at all times and when transferring oils or fuels, a constant watch is to be maintained.

The hydrocarbon storage bunding shall be an adequate size with the minimum capacity 100% storage capacity plus 20cm overboard complete with oil trap.

5.1.23 DANGEROUS GOOD

Any Contractor intending to bring any dangerous goods onto the Site Management must seek formal written approval from PMT.

All Sub Sub Contractors must ensure that they transport, store, and use dangerous goods in accordance with Project Statutory Requirements for Lifting of Dangerous Goods. Any lifting to height of dangerous goods, must be done using an approved container.

No design shall specify the use of any fibrous minerals (asbestos) eg crocidolite, ammocete, chrysolite, antophylite, kemolite or actinolite or any material containing any of those minerals in any project areas.

Polychlorinated Bi-phenyl (PCBs) chlorofluorocarbons (CFCs) or related compounds shall not be used. Ceramic fibres shall not be used without approval.

5.1.24 USE OF DIESEL / PETROL POWERED EQUIPMENT AND REFUELING

When diesel driven equipment is used the following will apply:

a) All petrol / diesel engines used for the work, including welding machines and vehicles shall be properly tuned to avoid excess emissions and contamination, especially if this equipment is to be used around work groups.

b) All diesel/petrol powered equipment will have fire extinguishing equipment fitted or on standby nearby.

c) In the event of an emergency alarm sounding, the equipment is to be shutdown.

d) Where appropriate, equipment is to be fitted with a remote shutdown switch.

e) Equipment is to be located outside of buildings or in well ventilated areas.

f) Equipment is not to be located in a position where the exhaust could contaminate work areas nearby. Particular care must be taken to prevent contamination of any confined spaces.

g) Temporary bulk storage of fuel on site will not be allowed. Units are to be filled as required.

h) Area around equipment to be cleared of any combustible materials (grass, wood etc.)

i) Sub Sub Contractors to submit, for prior approval, plan showing numbers of diesel driven machines and proposed locations.

j) All buses and personnel transportation equipment shall be properly maintained and comply with the requirements of Project Health & Safety Requirements

k) No smoking during refuelling

5.1.25 HEAT, DUST, FUMES AND NOISE

HEAT STRESS

The hot and humid climate of the work area may lead to some personnel experiencing physical and physiological behavioural changes due to the effects of heat.

The following guidelines should be considered for managing site personnel's health and safety in heat stress conditions:

a) **Shade/Shielding/Shelter** – Where continuous work is required in direct sunlight, temporary shelters shall be provided where practical to shade the work area.

b) **Water** – Sufficient drinking water shall be readily available at all work sites for all personnel. Personnel will be actively encouraged to take frequent small drinks to replace body fluid lost through sweating. Employees should be discouraged from drinking large amounts of tea, coffee or soft drinks, as these are all diuretics.

c) **Ventilation** – Natural and mechanical ventilation shall be used wherever practical to provide and supplement the flow of fresh air through the workplace.

d) **Clothing** – Clothing should be as loose long sleeves shirt and trouser or coverall fitting as is safe and practicable as required in the JSA.

DUST & FUMES

Dust and fumes may be generated during dismantling work, foundation work, and work adjacent to existing running plant. People shall wear mask or respirator to prevent respiratory issues where req.

NOISE

All personnel are required to observe Project safety signage in designated areas concerning hearing protection. A range of hearing protection devices shall be available including earmuffs and earplugs. All hearing protection must comply with Standard Australia AS 1269 or other similar international standards.

PMT shall be responsible for ensuring that wearing of hearing protection by all of its personnel in all Project designated hearing protection areas.

6 SUBCONTRACTOR MANAGEMENT

All Sub-Contractors and vendors performing work shall be subject to a Health & Safety evaluation prior to contract award and suitably inducted before commencing work on the Project. Service personnel whose visits to site are of a short duration, may not be required to have a full induction, but must be adequately supervised at all times they are on site, have attended a short-term induction and be accompanied by Project site personnel where necessary.

Sub-Contractors and Vendors Health & Safety performance figures contribute to the Project Health & Safety performance. However, all injuries and incidents related to the Project, no matter what the source shall be reported to the Project Health & Safety Coordinator.

All purchased and supplied products shall be inspected on receipt by Material Handling Control personnel and prior to final acceptance to ensure compliance with specified requirements.

6.1 ASSESSMENT OF SUB CONTRACTORS

Sub-Contractors shall undergo a written assessment (and potentially audits/inspections) to confirm their ability to comply with the Project's Health & Safety requirements, applicable Health & Safety Acts and Regulations and to minimize or control Sub-Contractors potential impact upon the Project's overall Health & Safety performance.

The Health & Safety Manager/Coordinator, in consultation with the Project Manager, shall assess Sub Contractors to confirm their compliance with the Project's Health & Safety requirements when performing works. This assessment shall be conducted prior to the approval and recommendation for award of contracts.

6.1.1 SUB-CONTRACTOR ACCOUNTABILITY

The Contractor recognizes its accountability to ensure that all Sub Contractors are aware of the Health & Safety requirements and that they promote and maintain a high standard of Health & Safety Management.

Contractor contract documents shall include clauses which:

a) Require Sub Contractors to comply with and enforce Health & Safety procedures, general rules of conduct and all laws and regulations related to their activities;
b) Require Sub Contractors to comply with Health & Safety directions issued by the Project team;
c) Empower the Project to suspend work, cancel the contract or take other appropriate action for non-compliance by Sub Contractors of their obligations with regard to Health & Safety issues on the site;
d) Punish and/or indemnify the Project against Sub Contractors actions related to non-conformance with laws and regulations and negligent action; and,
e) Ensure the provision of insurance by the Sub Contractors of the type and kind approved by the Project to protect against claims made as a result of the Contractor's work.

6.1.2 SUBCONTRACTOR COMPLIANCE PROGRAM

The Contractor Compliance Program ensures all Sub Contractors follow and participate in the Project Health & Safety System and all relevant Health & Safety Procedures.

Sub-Contractors shall read the Contractor Compliance program document and sign and return prior to acceptance of the tender.

During the course of the contract, Contractor performance will be monitored and recorded to ensure Sub Contractors comply with all Health & Safety requirements. Project Management Team shall monitor and measure the Health & Safety performance of Sub Contractors.

The following activities shall be conducted as a routine component of the compliance monitoring process for Contractor work groups:

a) Documentation count to KPI target (see attachment 10) and contents reviews e.g. meeting minutes, JSAs, incident/injury reports, safety observation/patrol report, workplace inspection records;
b) Analysis of Health & Safety performance; and
c) Examination of incident and injury occurrences.

Sub-Contractors will be issued with action requests as required and shall close out actions in a timely manner.

At the completion of a contract, the Contractor's Health & Safety performance including conformance to Health & Safety systems will be reviewed to determine their suitability for future work with Contractor.

In general, the project needs to provide on-site the following:

a) A person qualified to give first aid attention on the Site at all times the Sub Contractor is carrying out work on the Site, in accordance with local statutory requirements.
b) First aid facilities.
c) An ongoing program of training to be implemented in "basic safe work" for the Contractor's workforce. (where applicable but as minimum incorporated into toolbox and area meetings.
d) Regular minuted tool box meetings for all work groups and monthly safety meetings which may be attended by COMPANY's Representative. Minutes shall be forwarded to COMPANY's Representative within 48 hours of meeting closure.
e) Participation by senior Contractor personnel at project safety meetings.
f) Participation in Safety Audits carried out by COMPANY's Health & Safety Representative.
g) Contractor Senior Management staff involvement with COMPANY in consultative process on safety issues
h) Environmental rehabilitation procedures and the Contractor's policies with respect to rehabilitation where this is relevant with their work.
i) Procedural methods for hazard identification and preventative action for discrete tasks identified in the project which have been determined as being hazardous or potentially hazardous.
j) COMPANY's Health & Safety Representative shall from time to time request that a JSA be undertaken in his presence. The deliverable item shall be a safe work procedure for the particular task, satisfactorily implemented.
k) Methodology for inspection of plant, tools and equipment prior to introduction to the Site.
l) Traffic management plan including how the workforce will be transported to site (this must meet COMPANY requirements for seats and seat belts), vehicle parking, Process plant and other area people and equipment drop off points and flagmen locations.
m) Regular inspections of plant, tools, equipment, lifting gear (including harnesses) and fire safety equipment.
n) Identification of hazardous substances that may be utilized in the Works, and outline of Control Measures and notification and approval of COMPANY prior to bringing onto site.
o) Equipment and personnel to check all portable electrical equipment on a monthly basis. Supply of all temporary construction power shall be in accordance with the Company JO Specification for Electrical Installation Standard.

ORIGINAL

p) In addition to COMPANY's Project Safety Requirements and all statutory regulations, the Contractor shall abide by all other safety regulations and operating procedures applicable to the Project.

SAMPLE

7 COMMUNICATION & CONSULTATION

7.1 MEETINGS & COMMITTEES

7.1.1 PRE-MOBILIZATION

A pre-mobilization meeting will be held to verify completeness of all pre-mobilisation activities. Contractor and its associated Sub Contractors and Vendors shall provide their respective personnel with a pre-mobilization briefing to ensure they fully understand all Project safety requirements, and that issues such as travel to site, equipment requirements and general mobilization rules has been appropriately addressed. Attendees of the pre-mobilisation meeting shall be documented and briefing notes shall be distributed prior to mobilization and containing key information on Project safety protocols, site rules, etc.

7.1.2 CLIENT MEETINGS

Regular meetings with the COMPANY shall be held if required by the Contract or requested by the COMPANY. Records of the meetings shall be kept in the form of minutes.

7.1.3 SITE SAFETY COMMITTEE

A Site Safety Committee shall be developed by the Project Health & Safety Coordinator and shall conduct regular meeting in a weekly basis. Safety Committee is consists of contractor representative and have regular meeting at least once a week.

7.1.4 BLACK MEETING

Meeting conducted to describe of scope of work during the project for the whole crew shall attend into this meeting. Hazard communication is started from this session to introduce and then review Health & Safety issues related to each kind of job and how to prevent unexpected events. Each Contractor shall conduct this meeting for their crews and will return meeting minutes to Health & Safety Project Representative within 24 hours of each meeting closure.

7.1.5 PRE-START WORK BRIEFING

Supervisors shall conduct pre-start briefings with their work group to discuss relevant of topics, daily tasks & targets, hazards and risk prevention, together with fitness of work for each member including environmental issues. A copy of the pre-start form is to be completed and returned to the Project Safety Coordinator/Officer on a daily basis.

7.1.6 TOOL BOX MEETING

Toolbox meetings shall be held weekly for the Contractor and all Sub Contractors. Information regarding the safety, health and environmental issues and requirements on the project shall be included as an agenda item at the meetings. A record of the meeting shall be kept in the form of toolbox meeting minutes.

7.1.7 DEMOBILIZATION

EPC Contractor and Sub-Contractors shall ensure that prior to the departure from any area within the site that area is left in a neat, clean, sanitary and safe state and shall be in accordance with the Environmental Monitoring & Measurement Plan. (see attachment 6)

If required by the COMPANY, remove all storage sheds, temporary facilities, plant and equipment or any other object or thing from that area. Remove all excess materials, litter, and debris to the designated disposal areas.

7.2 REPORTS

7.2.1 DAILY HEALTH & SAFETY ACTIVITIES

Daily report shall be generated to monitor day-to-day Health & Safety activities by sub-contractor. The aim is to measure Health & Safety progress objectives and Health & Safety targets achieved. Health & Safety Representative from sub-contractor will compile the daily report for their own data base and project management. This report contributes to daily support for time sheet claims.

7.2.2 WEEKLY REPORT

Weekly report is a summary of day-to-day activities which shall be compiled by Project Health & Safety Coordinator and submitted to COMPANY and Contractor management. This report is attached into weekly construction progress report.

7.2.3 MONTHLY REPORT

Monthly report is a cumulative summary of the month's Health & Safety activities and shall be prepared by Health & Safety manager in Jakarta then distributed in accordance with the Health & Safety document & data control matrix.

7.3 DISPLAY MANAGEMENT

7.3.1 HEALTH & SAFETY ALERT

The objective of the Health & Safety alert is to take an immediate action to alert all people in the construction area when a potential hazard situation has been reported. This display could be shared to outside of the work area where potential hazard may also occur. Health & Safety Alerts may be issued by Health & Safety Project Management, COMPANY, or accountable sources from time to time with the aim of ensuring that measures are adopted so that these events are not allowed to recur in the project. These alerts shall be distributed and included as a toolbox meeting topic.

7.3.2 GREEN CROSS

A figure for accident-incident statistics are displayed together with green cross. Detail procedure to compile is described in attachment-12.

ORIGINAL

7.3.3 SAFETY SIGNAGE

Safety signs are required to alert personnel to relevant hazards and risk in their workplace. All parties have the authority to generate safety caution signage and communicate to all work crews. Safety signage shall be approved by Project Health & Safety Coordinator prior to its display or use.

7.3.4 NOTICE BOARDS

All primary work sites shall have at least one designated Health & Safety notice board, which shall display relevant Health & Safety data including:

a) General Health & Safety information
b) Health & Safety alerts
c) Health & Safety statistics
d) Minutes of meetings
e) Emergency communication contacts
f) Details of any significant events or performance

Supervisors in charge of each work site shall be responsible to ensure the notice board at site under their control contains up to date information.

8 OCCUPATIONAL HEALTH & HYGIENE

8.1 HEALTH MONITORING

In accordance with legislative requirements, COMPANY will initiate health surveillance of personnel working at the Project Site by site paramedic whenever health problems are suspected or identified in association with the use of chemical or hazardous materials and/or work procedures identified as having potential to cause health risks.

Where identified by the paramedic that an exposure has occurred that requires biological monitoring to assess the level of contamination, contractor will ensure personnel receive necessary medical attention with strict confidentiality as required by legislation.

8.2 FITNESS FOR WORK

The Project recognises the importance of personnel presenting themselves for work in a fit state to perform their duties. Employees suffering from fatigue, stress, being under the influence of alcohol, illegal drugs, medication or other prohibited substances which may seriously affect their ability to perform their duties and may endanger, increase Health & Safety risks in the workplace and efficiency of the work to be performed, shall be permitted to work and may be subject to disciplinary action.

Project Management will:

a) Not accept any person in the workplace who places themselves or others at risk by being under the influence of alcohol, drugs or substances that impair their ability to perform their work activities. If any person is suspected or being under the influence, they may be immediately subject to testing that requires quantifying blood alcohol content. Content with more than 0.05% is not acceptable
b) Hold all employees and Sub Contractors' employees accountable for ensuring their own fitness to work.
    - Ensure agreed and consistent treatment of any personnel who exhibits performance, attendance or behaviour problems that may be the result of alcohol or drug abuse.

ORIGINAL

- The misuse of prescribed drugs, or the use, possession, distribution or sale of alcohol, illicit or controlled drugs on the Project is strictly prohibited and will result in disciplinary action and reporting to local police or authorities.
- Supervisor shall ensure fitness to work for his team member on early shift through daily toolbox meetings;
- The Fitness for Work policy and the obligations and responsibilities under it shall be communicated and publically displayed as COMPANY will;

c) Not tolerate serious and unacceptable anti-social behaviour; and

d) Not tolerate elevated risk posed to the Health and Safety of the person and others.

Any person taking prescribed medication that may affect their performance whilst in the workplace must report the fact to their Supervisor prior to commencing work.

8.3 DRUGS AND ALCOHOL

COMPANY prohibits any person from entering or being on the worksite while under the influence of alcohol or illegal drugs.

a) Illegal drugs are not allowed in any area and Sub-Contractors premises

b) If found with illegal drugs, personnel will be terminated and the police may be notified

c) Drinking alcohol is strictly prohibited during working hours or at any time at the worksite and is strictly prohibited in Sub Contractors premises and Sub-Contractors camps.

Drunken and disorderly conduct will not be tolerated and will lead to termination. In the event of any project personnel using prescribed legal medication, such personnel must advise the Project Health & Safety Coordinator/Officer, and / or their Supervisor, prior to the commencement of any work on the Project.

8.4 FATIGUE MANAGEMENT

8.4.1 MANAGEMENT RESPONSIBILITIES

a) Provide safe work schedules that permit adequate time for an individual to sleep, rest and recover between work periods as well as consider their family and social responsibilities. Ensure no personnel have excessive accumulative working hours in a week as per statutory regulation.

b) Encourage personnel fitness for work, monitor and control worker's potential for fatigue, control adverse workplace exposures/environments and provide programs to improve worker awareness of fatigue and provide support.

c) Ensure that a site-specific fatigue management plan is developed, when identified through a risk assessment.

d) Train personnel in the causes and management of fatigue.

8.4.2 SUPERVISOR RESPONSIBILITIES

a) Monitor for the signs and symptoms of fatigue in their co-workers and team members.

b) Provide adequate manpower arrangement according to Management schedule & target. Supervisor shall be able to stop or postpone work if personnel are identified as unfit for any reason.

ab 5

ORIGINAL

c) Identify, assess and monitor fatigue risks in their area of control and, where appropriate, carry out corrective actions.

d) Ensure relevant training, information and assistance with regard to fatigue and fatigue risks are implemented as necessary.

8.4.3 EMPLOYEE RESPONSIBILITIES

Comply with the site fatigue management program. All personnel shall be fit for work. Fitness for work requires that personnel make lifestyle choices that enable them to be fit for duties, including having sufficient sleep and recovery to complete their work duties safely and responsibly and managing any personal, commuting, and medical or health issue that may impact their safety and health or that of other personnel.

8.5 HYGIENE

a) Drinks & meals; always make sure that hands are clean prior to eating. It is prohibited to eat and drink adjacent to chemical areas. Ensure water containers been properly sealed and avoid open air/dust exposure.

b) Soap and Rivers; never use soap in the rivers and streams. Soap is poisonous to aquatic wildlife.

c) Ablutions; only use the toilets that are provided in authorized areas. Faeces and urine may attract animals and can cause diseases.

8.6 SMOKING

a) No smoking in any building room or portable-camp at any time.

b) Fuel Storage Areas; No smoking within 10 meters of any fuel storage area.

c) No smoking when a vehicle is being refuelled

d) Vehicles, No smoking in any project vehicle. This includes all cars, trucks, 4 wheels drives, boats and aircraft.

e) Cigarettes butts must be disposed in the ashtrays or bins that are provided.

f) All project personnel including the sub-contractor personnel shall participate in maintaining cleanliness and tidiness of the site and camp.

8.7 HOUSEKEEPING

The work area shall be maintained to a high standard of cleanliness, and Supervisors will be expected to review and rectify their respective work areas as required on a daily basis.

a) Waste material shall not be burned on site.

b) Where there are specific recycling bins, material is to be segregated and disposed of in the appropriate bin.

c) Always comply with waste handling procedure, see at section 13

9 ACCIDENT & INCIDENT MANAGEMENT

All injuries and incidents, regardless of how minor the impacts, are required to be promptly reported and investigated to actively identify and evaluate the immediate and contributory causes, enabling prompt and effective corrective actions to be implemented as per the Hierarchy of Controls. (see attachment 13)

For the purposes of this document any non-conformance with the Project Health & Safety Management Plan, Contract or statutory requirements shall be registered as potential hazard.

9.1 NOTIFICATION

The reporting and notification process will be carried out in accordance with Statutory and COMPANY requirements. In most cases of serious occurrence, the Project site will report details to relevant statutory authorities as soon as possible after the event occurs.

Notification shall be sent by Project Manager or Project Health & Safety Coordinator from site immediately after accident occurred. This should be by direct call, however, may be text by phone, email or direct call.

It shall be the responsibility of the Project Manager and Health & Safety manager to report to the COMPANY the following items, should they occur. As soon as is practicable after the event by telephone (follow up in writing) within 1x24 hours after the accident:

a) Fatality
b) Event in which the injured person requires immediate medical attention by a medical practitioner (serious injury).
c) Property damage, the repair of which would cost an amount exceeding $20,000.
d) Any uncontrolled escape or ignition of petroleum or other flammable or combustible material causing a potentially hazardous situation.
e) Electric Shock.
f) Loss of consciousness.
g) Any fracture of the skull, spine or pelvis.
h) Any broken bone.
i) Any event that precludes and personnel from attending work for one (1) day.

All events of the above nature are to be fully investigated by the Health & Safety Project Coordinator and Site Manager. The COMPANY and an investigation team may be involved in this process if required.

9.2 RESPONSE

The immediate Supervisor and Health & Safety representative shall take action to ensure that the scene of any incident is secured to prevent continuation and escalation of the incident. As soon as possible, a basic overview of the incident shall be reported to COMPANY.

Details of the incident shall be gathered promptly from the incident scene and witnesses to limit the potential for evidence to be lost or forgotten. Where possible the following information shall be collected to assist with the investigation:

a) Photographs/ diagrams of the incident site/injuries/impacts.
b) Special evidence conserved for further testing/research.

Based on preliminary statements and evidence, an investigation team shall be selected by COMPANY and the Health & Safety Manager. Investigation Teams are obliged to seek expert advice if needed to effectively carry out the investigation.

ORIGINAL

Incident Reports are to be prepared as applicable and corrective or preventive actions arising from the event are to be developed. Responsibility for action development and implementation is defined in the procedure of Accident and Incident Management depending on the type and severity of the Incident.

9.3 FIRST AID AND MEDICAL TREATMENT

Adequate numbers of first aid kits to be provided in the working area to provide first aid treatment medical supplies. In the Project site there is a clinic with Paramedic to provide first aid treatment.

Sufficient first aid personnel from varies project teams including Sub Contractors, using suitable and properly maintained facilities and first aid kits, shall provide first aid where required.

All injuries and illnesses requiring medical treatment shall have treatment performed by appropriate medical officers in a timely manner.

At the start of the Project, contact shall be made with suitable medical facilities and providers to:

a) Establish contact names and phone numbers;
b) Determine medical provider's treatment and invoicing procedures; and,
c) Inform those providers of:
    (i) Project hazards and potential injuries; and
    (ii). Project emergency response procedures and access points.

The Health & Safety Coordinator shall coordinate further medical treatment with the personnel and the treating medical officer.

In the case of emergency treatment, after getting approval from COMPANY Project Manager or his designated person, the Medical Evacuation will be activated using COMPANY site Medivac procedures and transportation facilities. Only COMPANY Site Paramedic has the authority to recommend medivac to COMPANY Project Manager or the designated person.

9.4 INVESTIGATION

The level of investigation and the investigation team members shall be determined by the severity or the incident/injury in accordance with the incident investigation method. The investigation shall be conducted in an efficient and timely manner. All necessary and relevant evidence, photographs, video-audio, statements, measurements and wings shall be obtained and controlled in the proper manner.

The initial investigation of any incident or injury will be the responsibility of the Supervisor and Health & Safety Coordinator.

The investigation team will consider contributing factors leading to an incident/injury event and then initiate the appropriate preventative and remedial actions.

Significant Health & Safety incidents will be reported and discussed with personnel via the regular toolbox meeting(s) and special forums as the situation demands.

Incident trends will be evaluated, remedial action taken and where necessary, standard work procedures revised and publicized.

The responsibly and deadlines for approved closeout actions shall be clearly identified in the incident/injury Investigation Report. Open actions are to be included as topics of discussion and tracking in regular management meetings until closeout has been approved.

9.5 INJURY STATISTICS

The Project Health & Safety Manager shall report required statistics to the COMPANY Project Manager or Health & Safety representative not later than the 5th day of each month.

9.6 INJURY MANAGEMENT

If an injury should result in personnel requiring medical treatment, the COMPANY representative, HR Officer shall be contacted as soon as practicable and shall be responsible for the subsequent management of the case including the COMPANY insurance and Indonesian worker social insurance (Jamsostek) handling. For Sub Contractor, will refer to statutory regulation.

10 EMERGENCY RESPONSE PLAN

Detailed Emergency Response Plan shall be developed for the Project by Contractor. Refer to attachment 7-10.

The Project Manager, Construction Manager, Health & Safety Manager (in collaboration with the COMPANY) shall ensure that all potential emergency situations are identified and addressed. Examples include, but are not limited to:

a) Medical emergencies. E.g. Resuscitation, first aid, medical treatment, heat stress & fatigue treatment;
b) Medical evacuation;
c) Fire;
d) Evacuation;
e) Equipment recovery; and
f) Hazardous substance spills.

The Project Manager shall ensure that the following are provided in a timely manner:

a) Sufficient resources. E.g. equipment and personnel;
b) Suitable training is provided for all persons;
c) Regular emergency drills are conducted; and
d) Critical incident management system approach is in place and understood by the COMPANY.

Once an emergency situation has been dealt with, and all information necessary for the investigation has been obtained from the scene, approval may be given for the recovery process to commence.

Recovery consists of undertaking remedial action at the emergency scene with the aim of minimising loss to the COMPANY through:

a) Critical incident management (e.g. trauma counselling) for those persons affected by the emergency event;
b) Liaising with government or regulatory authority departmental investigations;
c) Liaising with the media and or public;
d) Salvaging of damaged goods, plant and equipment; and
e) The re-commencement of Project activities as soon as possible.

ORIGINAL

All personnel shall receive training in the emergency response procedures as an integral part of the site induction. The appropriate Flowchart to illustrate integration with the COMPANY system will be produced and displayed on Area Notice board.

Senior site personnel designated, as Emergency Response Team Leaders shall have completed suitable training in emergency response management.

All personnel shall participate in regular emergency drills based on likely incident scenarios (i.e. fire, evacuations, retrieval of injured persons, retrieval of people suspended in safety harness).

Emergency communication mechanisms are to be fully developed, established and tested prior to the commencement of any work on site.

11 CRITICAL SITUATION

Any incident or activity which has caused, or has the potential to cause, death, serious or abnormal injury, significant loss or serious environmental harm or which may have a public or media profile is to be reported immediately to Site and COMPANY senior management for action and control of the situation.

In this case, contact with media and press release only to be done by COMPANY Management.

12 INSPECTION AND AUDIT

12.1 HEALTH & SAFETY INSPECTIONS AND ENVIRONMENTAL MONITORING

A program of periodical inspections shall be documented, implemented and maintained. Unscheduled inspections may also be carried out and documented as necessary. The purpose of the inspections are to ensure that all work areas controlled by Project Management are maintained to a adequate standards and to ensure that hazards are identified, assessed and timely corrective action is taken. Please refer to the detail inspection and monitoring matrix attached.

A team of personnel consisting of management and Supervisory representative(s), a member of the work force, Health & Safety personnel and an elected Health & Safety representative shall undertake the workplace inspections. Checklists will be made available to the inspection team.

Where an inspection reveals a deficiency, corrective and/or preventive action shall be nominated on an Action Plan.

The Project Manager shall review records of scheduled and unscheduled inspections and associated Action Plans.

12.2 WORKPLACE INSPECTIONS

An inspection of the work site shall be conducted daily by Project Health & Safety coordinator or approved representative to identify potential hazards, assess the effectiveness of controls and housekeeping matters. Actions required for improvement shall be recorded on the Site Inspection record and followed up to ensure timely completion. Periodical site safety walkthrough program with Sub Contractors shall be conducted to ensure a safe workplace and non-conformances shall be immediately rectified by each contractor.

12.3 INSPECTION, TESTING AND MEASURING EQUIPMENT

All inspection, measuring and test equipment shall be:

a) Calibrated prior to use
b) Calibrated at regular nominated intervals

ORIGINAL

12.4 EQUIPMENT & PLANT INSPECTION AND CERTIFICATION

Copies of contractor equipment inspection reports are to be sent to COMPANY's representative prior to equipment being mobilized to the site. All plants such as diesel welders, excavators, dozers, genset, cranes etc, shall be inspected by a suitably qualified person or appointed party, and witnessed by the Project Health & Safety Coordinator and COMPANY site representative prior to arrival at site and an inspection report shall be available at any time.

Specified equipment & plant inspection schedules shall be maintained. All operators shall carry out a pre-start check on plant each morning or shift.

Pre-inspection should be conducted every shift and any defect or damage on the vehicle shall be reported in writing to the project responsible Supervisor. The Supervisor shall assess the report for defect/damage and report to Camp & Accommodation Coordinator within 24 hours after the defect/damage being noticed.

12.5 AUDITS

Initial evaluation of this Project Health & Safety Management Documentation (i.e. a desktop audit) shall be conducted to assess compliance with COMPANY, legislative and regulatory authority requirements, and relevant Standards within one month of mobilization to site.

Health & Safety Manager will undertake System audits, conducted nominally as follows:

a) Start-up Audit within 4 weeks after mobilization
b) Site Audit 3 monthly after commencement
c) Close-out Audit 4 weeks prior to Practical Completion

A program of environmental audits is performed to ensure that management strategies are implemented and are performing to appropriate standards. Environmental monitoring and auditing results will be reported to the COMPANY and appropriate authorities.

Audit reports shall be completed, approved and distributed and corrective and preventive action required shall be determined and addressed in a timely manner. The Project Manager will ensure items identified are actioned, and shall review findings from the Health & Safety audits.

The Health & Safety Manager/Coordinator shall monitor the implementation and follow-up of actions to ensure their effectiveness.

The audit results shall be communicated to all project personnel. Auditors shall not be personnel based full-time at the Project Site and may be independent consultants in approved by the Project Manager.

13 MANAGEMENT REVIEW AND IMPROVEMENT

The Project Manager shall ensure that the responsible parties implement actions expeditiously and that adequate records are available to verify that the actions have been effectively implemented.

Regular Management review shall evaluate the performance of the overall Health & Safety Management System against the documented policies, objectives and targets for the purpose of identifying opportunities for improvement.

A monthly Health & Safety Committee Meeting will be convened to monitor and review the group's Health & Safety status as evidenced by compliance audit results, incident/injury events, KPI performance, items raised in the project meeting minutes, workplace inspection records. This review evaluates the groups Health & Safety performance during the previous month with the intent of devising improved strategies for future periods.

On a monthly basis, Project Management shall review Health & Safety performance as part of the monthly progress and performance reporting process.

Reviews shall focus on the following items to ensure ongoing effectiveness of the Health & Safety management systems:

a) Changing legislation;

b) Audit reports;

c) Changes in activities;

d) Changes in the Project organisational structure;

e) Advances in science, technology and new processes;

f) Reviews of incidents and injuries;

g) Reporting and communication; and

h) Individual feedback.

A record of any review meetings and improvement actions required shall be maintained by the Project Health & Safety Manager and followed up by the Project Manager to ensure the timely completion and closeout of any actions is achieved.

14 ATTACHMENTS

[to be provided when awarded]

1. Project Organization Chart
2. Health & Safety Organization Chart
3. Isolation & Tagging Flow Procedure
4. Confine Space Entry Flow Procedure
5. JSA and Permit to Work Flow
6. Monitoring & Measurement Matrix
7. Emergency Response Plan Flow Procedure
8. Medical Evacuation Flow Procedure
9. Emergency Call Number
10. KPI Indicator
11. Waste Management Matrix
12. Green Cross Procedure
13. Hierarchy Control
14. Induction Program

Annex 10

Invoice format

Company Name :
Address :
Phone No :

RROFORMA INVOICE

Attn : Managing Dieactor

Copy to: General Manager (Finance department),

Chief Engineer (Thermal power department)

Electric Power Generation Enterprise

Ministry of Electricity and Energy

No.27 Naypyitaw.

Republic of the union of Myanmar

Invoice Number :

Invoice Date :

Due Date :

Contract :

No.	Description	Total
	The xxx MW Power Plant in xxx , Republic of Union of Myanmar.	
	Power Electricity Production of xxx 20xx:	
1.	Actual : xxx MWh	MMK xxx
	Tariff : xxx USD / MWh	
	(Inlcuding Commercial Tax 5% and Withholdings Tax 2.5%)	
	(Exchange rate : 1 USD = xxx Myanmar Kyats (MMK))	
2.	Less 2.5 % Withholdings Tax	MMK (xxx)
3.	Amount Now Due	MMK xxx

PAYMENT TERMS
1. Payment shall be made based on the above currency MMK
2. Payment shall be made in the full amount
3. The above payment can be made by transfer cheque
4. TRANSFER shall be made to: Account Number : Account Name : Swift Code : (if applicable)
5. Bank Detail Bank Name :
Seal & Signature of Authorized Persons

ok 15

Active Energy Record Table of

(   ) MW Gas-Fired Electricity Generating Plant of (Company Name) in .... region

For the month of (xxx , 20xx)

Name of Feeder (xxxxxxxx)

Master (Main) Energy Meter ------------------------

EPGE's No. xxxxxxx (xxxxxxx) ------------------------

Manufacturer's Sr: No xxxxxxx xxxxxxxx ------------------------

(Back up) Slave Energy Meter

EPGE's No. ------------------------

Manufacturer's Sr: No ------------------------

Date	Time	(Main) Masete Energy Meter (MWh)				(Back up) Slave Energy Meter (MWh)			
		Acitve Energy Sent Out From Generating Plant		Acitve Energy Feceived of Generating Plant		Acitve Energy Sent Out From Generating Plant		Acitve Energy Feceived of Generating Plant	
		Meter Reading	Energy Sent Out	Meter Reading	Meter Received	Meter Reading	Energy Sent Out	Meter Reading	Meter Received

Remark; Photo of meter reading shall be attached to this document.

	Representative of (Company Name)	Representative of Department of Power Transmission and System Control, MOEE	Representative of Thermal Power Department,MOEE	Representative of Mandalay Electricity Supply Corporation, MOEE
Signature	------------------------	------------------------	------------------------	------------------------
Name	------------------------	------------------------	------------------------	------------------------
Designation	------------------------	------------------------	------------------------	------------------------
Department	------------------------	------------------------	------------------------	------------------------

Gas Consumption Record Table of

(   ) MW Gas-Fired Electricity Generating Plant of (Company Name) in .... region

For the month of (xxx , 20xx)

Date	Time	Main Meter (MMCF)		Back Up Meter (MMCF)		Main Meter (MMCF)		Back Up Meter (MMCF)	
		Meter	Consumption	Meter	Consumption	Meter	Consumption	Meter	Consumption

		Reading		Reading		Reading		Reading	

	Representative of (Company Name)	Representative of Electric Power Generation Enterprise , MOEE	Representative of Myanma Oil and Gas Enterprise, MOEE
Signature	-----------------------	-----------------------	-----------------------
Name	-----------------------	-----------------------	-----------------------
Designation	-----------------------	-----------------------	-----------------------
Department	-----------------------	-----------------------	-----------------------

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF THE MYANMAR
MINISTRY OF ELECTRICITY AND ENERGY
ELECTRIC POWER GENERATION ENTERPRISE

LETTER OF ACCEPTANCE

This Letter of Acceptance (this "LoA") is issued on 6th September 2019 ("Commencement Date") in Naypyidaw, Myanmar, by Electric Power Generation Enterprise, Ministry of Electricity and Energy, Building No. 27, Naypyitaw, ("EPGE") represented by the Managing Director, Mr. Than Naing Oo to the Consortium of VPower Group Holdings Ltd and VPower Holdings Ltd with registered address at Units 2701-25, 27/F, Office Tower 1, The Harbourfront, 18-22 Tak Fung Street, Hung Hom, Kowloon, Hong Kong (the "the Company") represented by Mr. Ng Wing Fai Oscar.

EPGE and the Company shall each be referred to as a "Party", and collectively the "Parties".

1. In order to fulfill the increasing electricity demand of the Republic of the Union of Myanmar, the Ministry of Electricity and Energy ("MOEE") published in the local newspaper an open invitation to all foreign and local investors to submit a proposal for the purchasing of electricity on IPP(BOO) basis in Kyun Chaung on 28th June 2019, ("Invitation");
2. In response to the Invitation, MOEE received technical and commercial proposals from the companies ("Tender Response"), and after evaluating the said proposals, MOEE has determined to award the Company as the successful Bidder; and
3. The Parties intend to enter into this LoA to confirm their mutual understandings prior to entering into the Power Purchase Agreement (PPA) in accordance with the terms hereof.

Terms and Conditions

EPGE intends to purchase electricity from the Company and the Company intends to sell the electricity 20.54 MW to EPGE, subject to the terms and conditions substantially agreed and provided in draft PPA attached hereto as Attachment 1, and containing the fundamental terms and conditions summarized below.

Words and expressions defined in the draft PPA shall have the same meaning when used herein, unless otherwise defined herein.

Project	Purchasing of electricity 20.54 MW on IPP(BOO) basic in Kyun Chaung.
PPA Term	five (2+1+1+1) years starting from Commercial Operation Date, subject to term extensions by agreement of both Parties and provision of six (6) months' advance notice by EPGE to the Company.
Implementation of the Project	The Company shall commence construction and mobilization and shipment of equipment on the Commencement Date.
Commercial Operation Date	Commercial Operation Date shall occur within two hundred and seventy (270) days from the Commencement Date or otherwise (subject to extensions due to Excusable Delays).
Approvals and Licenses	The Company shall in a timely manner obtain and maintain throughout the term all permits, approvals and licenses required under Myanmar laws and regulations for the Parties to perform their respective obligations in relation to the Projects.
Site Delivery and Access	EPGE shall ensure the availability of the Site for the power plant at the Commencement Date.
Fuel Availability	For the first two years EPGE will guarantee inland gas supply in the amount of five (5) mmcfd for the Power Plant and for the remaining three (3) years EPGE will guarantee inland gas supply for the Power Plant based on the availability of inland gas supply.
Net Guaranteed	Net Guaranteed Output shall be 20.54 MW.

Output, Net Guaranteed Heat Rate and Take or Pay	Net Guaranteed Heat Rate at 100% and 50% load shall be 8,952 Btu/kWh at any site condition based on higher heating value. The take or pay of power purchase shall be yearly basis and the take or pay amount in MWh is seventy five (75) percent which shall be calculated based on the following formula; Take or pay amount (MWh) = 0.75 * the Net Guarantee Output (MW) * 8760 (hr)
Payments	All payments related to the PPA expressed in USD shall be paid in Myanmar Kyats based on the official USD:MMK exchange rate published by the Central Bank of Myanmar on the date of payment.
Delivery Point	EPGE shall provide permission for connection to the 66 kV bus in Kyun Chaung power plant to deliver electricity to the power system of Myanmar.
Ownership of Power Plant	The Power Plant, associated infrastructure and related equipment procured and owned by the Company shall remain the property of the Company.
Tariff	EPGE shall pay the Company 2.57 US cent/ kWh inclusive of all kinds of applicable tax in Myanmar up to take or pay amount. The tariff shall be fixed for the entire concession period.
Land used fees	The Company shall pay land used fees to EPGE with the rate of 2,023 USD per acre per year.

Each Party, acting in good faith, shall cooperate with relevant authorities and obtain all necessary approvals to approve the terms of PPA so as to enable it to enter into full effect within 150 days from the Commencement Date. If the PPA needs to make the revision upon comments of any governmental authority, the Parties will meet and discuss in good faith a fair compromise. Prior to the execution of the PPA for the 20.54 MW Power Plant each Party shall co-operate with the relevant authorities to do all things that will be

reasonably necessary for the implementation of the Project. The duly authorized representatives of each of the Parties have signed this LoA at the place and on the date written above.

LoA is issued by:	LoA is accepted by:
Electric Power Generation Enterprise	For and on behalf of the Company
Than Naing Oo	Mr. Ng Wing Fai Oscar
Managing Director	Authorized representative of the Company
Electric Power Generation Enterprise	

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